

VILLAGE OF PERRY
RESOLUTION NO. 70-2024

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS
OF LAKE COUNTY, OHIO, TO PROVIDE CENTRAL DISPATCH
AND COMMUNICATIONS SERVICES AND DECLARING AN EMERGENCY

WHEREAS, Council has been advised that there is an immediate need to provide for the continuation of Central Dispatch and general communication services for utilization by the Perry Village Police Department; and,

WHEREAS, Council deems it to be in the best interests of the residents of the Village of Perry to provide for the uninterrupted continuation of said services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, AND STATE OF OHIO, AS FOLLOWS:

Section 1. The Mayor is hereby authorized and directed to enter into a one (1) year agreement with The Board of Commissioners of Lake County, Ohio (same to commence the 1 day of January, 2025 and terminating on the 31 day of December, 2025), for the purpose of securing continuous and uninterrupted Central Dispatch and general communication services for utilization by the Police Department of the Village, as is more specifically set forth in Exhibit "A" (a 5-page document) that is attached hereto and made a part hereof.

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to continually provide for the fair and proper administration of Village affairs and protect the health and safety of Village residents. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry, Ohio.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

ADOPTED: December 12, 2024



JAMES GESSIC, MAYOR

ATTEST: 

BRITTANY SCHOSTEK, FISCAL OFFICER

FIRST READING 10/10/24
SECOND READING 11/14/24
THIRD READING 12/12/24



Lake County Sheriff's Office

Sheriff Frank Leonbruno

104 East Erie St. Painesville, Ohio 44077 (440)350-5517 Fax: (440)350-5630
email: sheriffwebmaster@lakecountyohio.org website: www.lakecountyohio.gov/sheriffoffice

Central Communications Division

8505 Garfield Road, Mentor, Ohio 44060 • (440) 350-5454 • Fax: (440) 350-5323

September 13, 2024

Mayor, J. Gessic
Perry Village
3758 Center Rd.
Perry, OH 44081

Mayor Gessic:

Your current Central Communications Police Dispatch service contract is due to expire soon.

Enclosed are two copies of the new Agreement for Central Dispatch and Communications Services for your Police agency. The Agreement will be in force from January 1, 2025 to December 31, 2025. As opposed to the past, this is a service contract for one (1) year.

If you are in agreement, please sign both copies of the contract and return both signed copies to me. Once the Commissioners have approved the contracts, a fully signed copy of the contracts will be sent to you.

If I can be of any further assistance or if you have any questions, please do not hesitate to contact me at 440-350-5565. We are looking forward to continue providing your dispatch services.

Respectfully submitted,

Capt. Daniel Bachnicki
Administrator - Central Communications Division
Lake County Sheriff's Office



Lake County Sheriff's Office

Sheriff Frank Leonbruno

104 East Erie St. Painesville, Ohio 44077 (440)350-5517 Fax: (440)350-5630
email: sheriffwebmaster@lakecountyohio.org website: www.lakecountyohio.gov/sheriffoffice

Central Communications Division

8505 Garfield Road, Mentor, Ohio 44060 • (440) 350-5454 • Fax: (440) 350-5397

March 13, 2025

Mayor J. Gessic
Perry Village Police Dept.
P. O. Box 100, 3758 Center Rd.
Perry, OH 44081

Dear Mayor Gessic:

I want to thank you for giving the Lake County Sheriff's Office the opportunity to provide dispatching services for your Police Department.

I have enclosed your copy of the fully executed dispatching contract, a copy of the Commissioner resolution, and the first quarter invoice.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Capt. D. Bachnicki,
Administrator, Central Communications Division
Lake County Sheriff's Office



The Board of County Commissioners, in and for Lake County, Ohio, met this day in regular session with the following members present:

Commissioners: Plecnik and Regovich

Commissioner Plecnik presented the following resolution and moved its adoption.

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS BETWEEN THE LAKE COUNTY BOARD OF COMMISSIONERS ON BEHALF OF THE LAKE COUNTY SHERIFF'S - CENTRAL COMMUNICATIONS DEPARTMENT AND VARIOUS LAKE COUNTY POLICE AND FIRE DEPARTMENTS FOR CENTRAL DISPATCH AND COMMUNICATION SERVICES

WHEREAS, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all the deliberations of this Board of County Commissioners and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code; and

WHEREAS, the Lake County Sheriff - Central Communications Department is recommending the execution of Agreements between the Lake County Board of Commissioners on behalf of the Lake County Sheriff's - Central Communications Department and various Lake County Police and Fire Departments for Central Dispatch and Communication Services, effective January 1, 2025 to December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, in and for Lake County, Ohio, hereby authorizes execution of an Agreement on behalf of the Lake County Sheriff's - Central Communications Department and various Lake County Police and Fire Departments for Central Dispatch and Communication Services. Said Agreements are incorporated herein by reference and the following are made a part of this resolution:

EXHIBIT A

1. CONCORD TOWNSHIP FIRE DEPARTMENT
2. VILLAGE OF WAITE HILL POLICE DEPARTMENT
3. VILLAGE OF FAIRPORT HARBOR POLICE AND FIRE DEPARTMENTS
4. VILLAGE OF GRAND RIVER POLICE AND FIRE DEPARTMENTS
5. VILLAGE OF KIRTLAND HILLS POLICE DEPARTMENT
6. LEROY TOWNSHIP FIRE DEPARTMENT
7. PAINESVILLE TOWNSHIP FIRE DEPARTMENT
8. PERRY JOINT FIRE DEPARTMENT
9. CITY OF PAINESVILLE POLICE AND FIRE DEPARTMENTS
10. LAKE METROPARKS RANGER DEPARTMENT
11. VILLAGE OF PERRY POLICE DEPARTMENT
12. VILLAGE OF TIMBERLAKE POLICE DEPARTMENT
13. NORTH PERRY POLICE
14. LAKELAND COMMUNITY COLLEGE
15. MADISON FIRE DISTRICT
16. CITY OF WILLOUGHBY HILLS FIRE DEPARTMENT
17. CITY OF WILLOUGHBY HILLS POLICE DEPARTMENT

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to forward certified copies of this resolution to the Lake County Auditor; Budget Director; Terri Lange, Finance Department; Captain Dan Bachnicki, Sheriff's Central Communications Department; and the various Police and Fire Departments listed above.

Commissioner Regovich seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

"AYES": Commissioners: Plecnik and Regovich

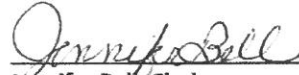
"NAYS": None.

Resolution adopted,
Jennifer Bell, Clerk

CLERK'S CERTIFICATION

I, Jennifer Bell, duly appointed Clerk of the Board of County Commissioners, do hereby certify that this is a true and accurate copy of a resolution adopted by said Board on March 6, 2025, and recorded in the Commissioners' and Water and Sewer Journal, Volume 2025.

WITNESS my hand this sixth day of March, 2025, in Painesville, Ohio.



Jennifer Bell, Clerk
Board of Commissioners, in and
for Lake County, Ohio

**AGREEMENT FOR CENTRAL DISPATCH
AND COMMUNICATION SERVICES**

THIS AGREEMENT was made and entered into by and between THE BOARD OF COMMISSIONERS OF LAKE COUNTY, OHIO, hereinafter referred to as "LAKE COUNTY", and the **VILLAGE OF PERRY**, Lake County, Ohio, hereinafter referred to as "**PERRY VILLAGE**".

WHEREAS, an emergency dispatch and communication system is crucial to the effective and efficient operation of police and fire departments; and,

WHEREAS, LAKE COUNTY currently has the means and ability to provide emergency dispatch and communication services to multiple police and fire departments; and,

WHEREAS, **PERRY VILLAGE** desires to obtain and use said emergency dispatch and communication services in order to avail itself of the latest technology and avoid duplication of communication equipment and dispatch personnel.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. LAKE COUNTY shall provide to **PERRY VILLAGE** and its **POLICE DEPARTMENT**, emergency dispatch and communication services consisting of twenty-four (24) hour dispatching service, call forwarding service for non-emergency calls, answering service for E 9-1-1 calls, continuous radio contact and transmittal service, computerized CAD dispatch, batch reporting to provide incident summary, history, tracking, and daily shift information and such other information as the parties may mutually agree upon from time to time.

2. **PERRY VILLAGE** shall pay for said emergency dispatch and communication services as follows:

- 2025 \$ 26,068.69

The 2025 contract is based on a 2% increase plus the ending CPI of the previous year. The increase for this contract for the length of 1 year cannot exceed 4%.

Said cost shall be paid in equal quarterly installments on March 1st, June 1st, September 1st, and December 1st of each year. Payment shall be made in the form of a warrant check made payable to LAKE COUNTY CENTRAL COMMUNICATIONS and mailed to P.O. Box 480, 8505 Garfield Rd., Mentor, Ohio, 44061.

3. This agreement shall be in full force and effect for a term of one (1) year, commencing January 1, 2025 and terminating December 31, 2025 provided, however, that this agreement may be terminated earlier by either party giving written notice of termination to the other party hereto at least six (6) months prior to the anticipated date of termination.
4. Absent written notice of termination, this agreement shall automatically renew itself for an additional one (1) year term, subject to the parties negotiating and agreeing upon the cost for said emergency dispatch and communication services during any additional term. Said cost shall bear a reasonable relationship to the actual cost of providing said services to **PERRY VILLAGE** and shall not include the cost of capital improvements to the dispatch and communication system.

5. The parties understand and agree that all equipment and devices located at the Emergency Operations Center, 8505 Garfield Rd., Kirtland, Ohio, and used to provide the emergency dispatch and communication services provided for herein shall be owned by LAKE COUNTY. All persons working at said Emergency Operations Center and providing the emergency dispatch and communications services provided for herein shall be employees of and shall be responsible to LAKE COUNTY.
6. LAKE COUNTY shall create and establish an Advisory Board which shall be comprised of one representative from each entity which is provided with emergency dispatch and communication services from LAKE COUNTY. The administration, management and day-to-day operation in providing the emergency dispatch and communication services referred to herein shall be the sole responsibility of LAKE COUNTY. However, LAKE COUNTY shall consult with, and take into serious consideration, any recommendations made by the members of the Advisory Board.
7. LAKE COUNTY shall use due care in providing the emergency dispatch and communication services referred to herein. LAKE COUNTY shall maintain the emergency dispatch and communication system referred to herein in good, operable condition and repair. LAKE COUNTY shall be responsible for the security, privacy, and safe keeping of all information and data provided to it by **PERRY VILLAGE** and others. **PERRY VILLAGE** shall be responsible for providing any information and data to LAKE COUNTY for storage, use and transmittal. **PERRY VILLAGE** shall abide by and comply with reasonable rules and regulations established by LAKE COUNTY to facilitate the orderly and efficient provision of the emergency dispatch and communication services set forth herein.

8. **PERRY VILLAGE** shall assume responsibility for and maintain security of law enforcement and criminal justice information systems as prescribed by the LEADS Steering Committee, Central Communications, and the NCIC Advisory Board; shall abide by any rules, regulations and decisions of the LEADS Steering Committee, Central Communications, and the NCIC Advisory Board; shall not provide Central Communications, LEADS or NCIC services to any other police or criminal justice agencies without prior written approval from the appropriate agency; shall supply and/or enter necessary data and assume the responsibility of periodically validating data input to Central Communications and LEADS to enhance the integrity of LEADS and NCIC; shall not hold LAKE COUNTY, LEADS OR NCIC responsible for the validity of data entered or stored in Central Communications, LEADS or NCIC; and shall not disseminate stored data to any agency or individual for gain or to exact a charge on an individual use basis except as provided for by Central Communications, LEADS or NCIC.
9. Failure to comply with any of the provisions set forth herein shall constitute a material breach and shall be just cause for termination of this agreement. If it becomes necessary to commence legal action or institute legal proceedings to effectuate performance of any provision or objective of this agreement, or arising out of the breach of this agreement, then the party found to be in default shall pay all reasonable expenses, including reasonable attorney's fees, incurred thereby.
10. The failure of either party to insist upon strict performance of any of the covenants, conditions or provisions of this agreement, or to declare a breach for any violation thereof, shall not be construed as a waiver or relinquishment of the right to insist upon strict compliance with all covenants, conditions and provisions hereof, or to declare a breach for any violation thereof, if the violation is continued or repeated.
11. It is expressly understood and agreed that there shall be no modifications to this agreement without the express written consent of the parties hereto.

12. This agreement merges all prior negotiations and understandings, and there are no other agreements or understandings, oral or otherwise, between the parties pertaining to the subject matter of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year hereinafter set forth.

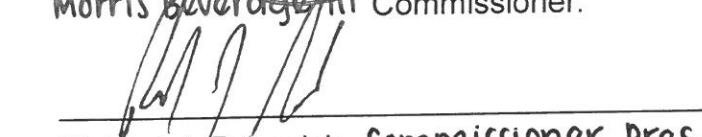
BOARD OF LAKE COUNTY COMMISSIONERS



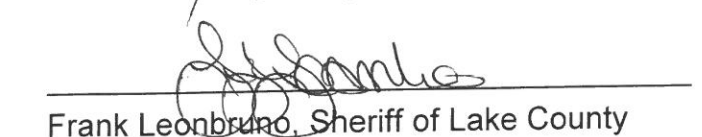
John T. Plecnik, Commissioner,



Morris Beverage III Commissioner.



Richard J. Regovich, Commissioner, Pres.



Frank Leonbruno, Sheriff of Lake County

ATTEST:

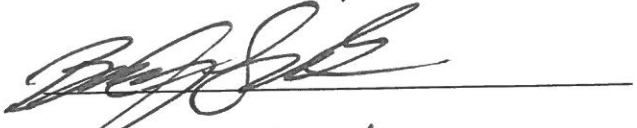


DATE: 3-6-25

VILLAGE OF PERRY
LAKE COUNTY, OHIO



ATTEST: Brittany Schostek, CFO



DATE: 12/12/2024