

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR POLICE AND FIRE DISPATCHING SERVICES WITH THE CITY OF BEDFORD HEIGHTS

WHEREAS, the Village Oakwood and the City of Bedford Heights deem it advantageous to each of them to enter into a contract for Bedford Heights to provide police and fire dispatching services to Oakwood; and,

WHEREAS, Ohio Revised Code §737.04 authorizes municipalities to contract for police services and protection and Ohio Revised Code §9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

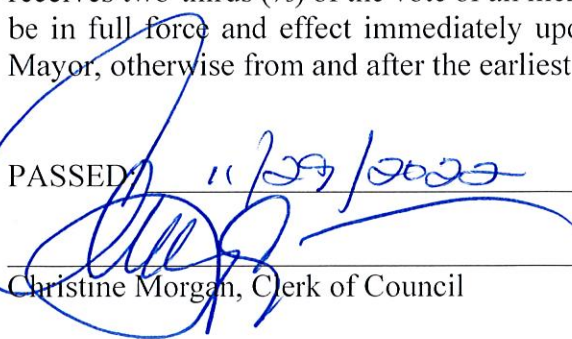
WHEREAS, Oakwood and Bedford Heights have agreed in principle to the terms of an agreement whereby Bedford Heights will supply police and fire dispatching services to Oakwood as set forth in the document attached hereto and incorporated herein by reference and marked Exhibit "A".

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

SECTION 1. The Mayor be and is hereby authorized to enter into an agreement for dispatching services substantially in the form of the Agreement attached hereto and expressly made a part hereof by reference and marked Exhibit "A".

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the continuation of uninterrupted police, fire and rescue services is of paramount importance to the citizens of Oakwood, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED


Christine Morgan, Clerk of Council


Johnnie A. Warren, President of Council

Presented to the
Mayor

11/30/2020

Approved:

11/30/2020

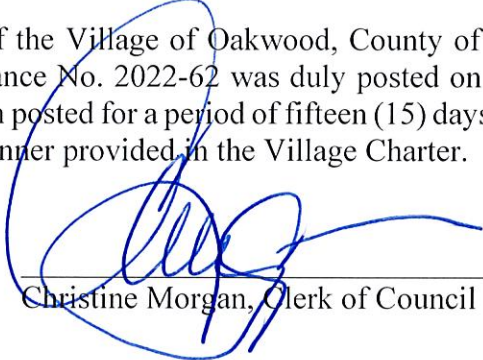

Mayor, Gary V. Gottschalk

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2022-62 was duly and regularly passed by this Council at the meeting held on the 29th day of November, 2022.


Christine Morgan, Clerk of Council

POSTING CERTIFICATE

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2022-62 was duly posted on the 30th day of November, 2022, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers in the locations and manner provided in the Village Charter.


Christine Morgan, Clerk of Council

DATED:

11/30/2020

AGREEMENT FOR DISPATCHING SERVICES BETWEEN
THE CITY OF BEDFORD HEIGHTS OHIO AND
OAKWOOD VILLAGE OHIO

This Agreement is entered as of this 30 day of November, 2022, by and between the city of BEDFORD HEIGHTS, OHIO ("Bedford Heights"), an Ohio Municipal Corporation, with office located at 5661 Perkins Road Bedford Heights, Ohio 44146, and OAKWOOD VILLAGE, OHIO ("Oakwood Village"), an Ohio Village, with principal office located at 24800 Broadway Avenue Oakwood Village, Ohio 44146.

WHEREAS, Ohio Revised Code §9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, Bedford Heights is a charter municipality with constitutionally-granted home rule powers; and

WHEREAS, Oakwood Village is an Ohio Village with all powers conferred upon it by the Ohio Constitution and Ohio Revised Code; and

WHEREAS, Oakwood Village seeks to obtain necessary police and fire protection services from the City of Bedford Heights in the form of dispatch services ("Public Safety Services"); and

WHEREAS, the Bedford Heights City Council on November 15, 2022 passed Ordinance No. 2022-81, authorizing this Agreement with Oakwood Village for public safety services; and

WHEREAS, the Council of Oakwood Village, on 11/29/2022 passed Resolution/ Ordinance 2022-62 authorizing this Agreement with Bedford Heights for purchase of public safety services; and

WHEREAS, it is the desire of Bedford Heights and Oakwood Village to provide for public safety services in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

ARTICLE I- PUBLIC SAFETY DISPATCH SERVICES

A. Dispatch Services: Bedford Heights, through its dispatch center located at the City's Communications Center located at 5661 Perkins Road Bedford Heights, Ohio, ("Dispatch Center"), agrees to dispatch Oakwood Village Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Oakwood Village Police Department, the Oakwood Village Fire Department, and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function ("Dispatch Services"). Dispatch Services include but are not limited to

the following: dispatching of Oakwood Village police, fire, EMS, and service resources of emergency and non-emergency incidents, tracking, and documenting the activity of Bedford Heights personnel providing dispatch services to Oakwood Village on incidents, providing communication support on incidents, providing routine call information data, maintaining Dispatch Services to be Police LEADS capable, and fire station alerting system. The Dispatch Services including processing of calls, to be made available and provided to Oakwood Village shall be equivalent to those Dispatch Services that are provided to the City of Bedford Heights, and all other communities served by Bedford Heights Dispatch. Oakwood Village shall be solely responsible to monitor and/or maintain surveillance over any areas in the Township that have been designated as "Internet Purchase Exchange" locations, "Meet Up" locations, or other area similarly designated.

B. Dispatch Services Equipment: Bedford Heights shall furnish all equipment necessary to provide the Dispatch Services to Oakwood Village, including but not limited to all initial base station radio equipment, furniture, consoles, and telephone equipment directly related to dispatch functions, and shall routinely maintain such equipment in a reasonable manner. All decisions relating to the provision, maintenance, upgrading, and replacement of such equipment are and shall remain within the sole discretion of Bedford Heights. However, the parties agree that notice of major capital expenditures which may impact Oakwood Village shall be provided thirty (30) days prior to implementation; with payment governed by Article I (F) hereafter.

Oakwood Village shall provide all equipment necessary to receive the Dispatch Services in the field provided by Bedford Heights, including portable radios, mobile radios, mobile data terminals, in-car radio equipment, video cameras and monitors, and any other communications equipment, and shall maintain and replace such equipment in a manner that ensures compatibility with Bedford Heights's provision of Dispatch Services. Oakwood Village agrees to update and/or replace all equipment necessary to receive the Dispatch Services provided by Bedford Heights as may be necessary to ensure the provision of Dispatch Services. Any equipment or radio consoles delivered by Oakwood Village to Bedford Heights under this Agreement shall be returned to Oakwood Village if said Agreement is ever terminated.

Oakwood Village acknowledges that Bedford Heights in the future may incur additional costs in upgrading, repairing, and replacing equipment necessary to provide the Dispatch Services for the benefit of Oakwood Village and other communities. Oakwood Village and Bedford Heights agree to negotiate, in good faith, their respective responsibility for any such costs for the benefit of Oakwood Village that are not reimbursed by grants.

Oakwood Village shall be solely responsible to individually pay for its own user fees for such services as LEADS, CAD, RMS, MDC airtime, public notification systems.

C. Certain Support Services: Bedford Heights shall further provide Oakwood Village with data entry and/or related clerical services, specifically limited to those necessary to comply with applicable LEADS requirements.

D. Personnel: Bedford Heights shall provide all personnel necessary to provide Dispatch Services to Oakwood Village. All staffing issues, including the number of dispatchers working at any given time, shall be determined by the Bedford Heights Chief of Police. Bedford Heights shall be solely responsible for the management of all Dispatch Center personnel and all personnel-related issues are within the sole management discretion of Bedford Heights, after consultation with Oakwood Village.

E. Operating Procedures/Operations: Control of operating procedures and operations for the dispatch center shall generally rest within the sole discretion of Bedford Heights. However, Bedford Heights agrees to undertake consultations in advance with Oakwood Village and any other contracting communities regarding any proposed material changes in operating procedures or policies, through a joint advisory board composed of two (2) representatives from each contracting community, being the Police and Fire Chiefs of each participating municipality, or their respective designees. The board shall be established to meet periodically and make non-binding recommendations to the City of Bedford Heights concerning such operating procedures or policies, including but not limited to review, revisions and recommended changes concerning training standards and requirements; standard operating guidelines, policies, and procedures; and purchasing and replacement of technical equipment to enhance operations and public safety. Supervision and management over dispatch personnel shall lie solely with the City of Bedford Heights. Notwithstanding the above, nothing undertaken by the City of Bedford Heights in connection with its operation of the dispatch center shall materially interfere with the standard operating procedures, response protocols, or other internal operations of the Township or the other various individual contracting communities. Notwithstanding the above, the parties will utilize best efforts to seek maximum participation by all communities in the process of determining future procedures and policies for Dispatch Center operations.

F. Payment for Dispatch Services: Oakwood Village, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Bedford Heights the amount of \$200,000 per calendar year with payments to be made on a quarterly basis in the amount of Fifty Thousand Dollars per quarter due on January 1, April 1, July 1 and October 1 of each calendar year beginning on January 1, 2023.

The parties agree to meet directly and/or through the Advisory Board by July 31st of each calendar year, or such other date as is mutually agreeable, to evaluate the sufficiency of payments for future Dispatch Services and to discuss in good faith any proposed changes whether increases or decreases in user fees based on an operational cost analysis to include evaluation of costs dish-distribution, changes in workloads, economies of scale and labor costs.

In any event, if workload volume directly related to Oakwood Village increases to a point that additional staffing becomes necessary, the City of Bedford Heights may within its sole discretion, but after consultation with Oakwood Village, increase monthly fees, and if announced by October 1st for the following calendar year. Notwithstanding, the parties further agree that the foregoing monthly payments shall increase, as necessary, to cover any additional expenses, including contractual wage increases, health insurance increases, and other personnel-related costs, associated with Bedford Heights's cost of

employing the additional dispatch personnel necessary to provide Dispatch Services to Oakwood Village. Bedford Heights shall notify Oakwood Village, in writing, of any such additional expenses at least thirty (30) days prior to the effective date of any increase in payment to Bedford Heights for dispatch services.

G. No Obligation to Respond/No Liability: This Agreement is not intended to and shall not be construed to require Bedford Heights to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire, or EMS basis, nor to otherwise provide law enforcement services for events that occur in Oakwood Village. In this regard, Bedford Heights shall have no liability or responsibility for the actions, errors, omissions or negligence of Oakwood Village Police or Fire safety forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. And Oakwood Village shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Bedford Heights may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services. Bedford Heights shall maintain proper levels of insurance in this regard.

ARTICLE II - TERM/TERMINATION

Bedford Heights shall begin providing the Public Safety Services as soon as possible; ("commencement of services date" currently anticipated as approximately January 1, 2023, dependent upon completion of all changes necessary to transfer Oakwood Village's Dispatch Services from the Village of Walton Hills to the City of Bedford Heights). This Agreement shall remain in effect for an initial term of twelve (12) months ending December 31, 2023, but will renew automatically from year to year unless terminated upon six (6) months advance written notice by either party terminating the Agreement, with or without cause for any reason or no reason.

Either party may terminate this Agreement due to a material breach by the other party, provided; however, the party seeking termination gives at least thirty (30) days' notice of its intent to terminate under this provision. If the other party fails to correct the alleged breach, the Agreement shall be terminated thirty (30) days after the notice provided for under this Section.

ARTICLE III - PUBLIC RECORDS

Parties agree and acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act and agree to coordinate with each other, in a timely manner, on responses to public records requests and regarding determination of records retention schedule periods and time for destruction. Notwithstanding this provision, the parties agree that nothing in this Article shall be construed as limiting a party from responding to a public records request in accordance with Ohio law. Processes will be established to enable Oakwood Village to obtain access to its recordings of radio and telephone traffic.

ARTICLE IV – NOTICE

All notices required hereunder shall be in writing and delivered to the following addresses:

Bedford Heights:

Contact: Mayor Fletcher Berger
Address: 5661 Perkins Rd Bedford Height, OH 44146
Phone: 440-786-3200
e-mail: MayorBerger@bedfordheights.gov

With a copy to:

Contact: Ross Cirincione, Law Director
Address: 5661 Perkins Rd Bedford Heights, OH 44146
Phone: 440-786-3229
e-mail: RossC@bedfordheights.gov

Oakwood Village:

Contact: Mayor Gary V. Gottschalk
Address: 24800 Broadway Avenue Oakwood, OH 44146
Phone: 440-201-1014
e-mail: c/o: Dhammett@oakwoodvillageoh.org

With a copy to:

Contact: James Climer, Law Director
Address: 34305 Solon Road, Suite 100, Cleveland, Ohio 44139
Phone: 440-248-7906
e-mail: jclimer@mrrlaw.com

Any notice or communication shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date mailed if sent by overnight express delivery or U.S. Mail.

ARTICLE V - CERTIFICATION OF FUNDS

Ohio Revised Code §5705.41 requires Oakwood Village to certify that the funds necessary to pay for this Agreement have been appropriated and either collected or are in the process of collection. Oakwood Village and Bedford Heights acknowledge and agree this Agreement may automatically renew, and does not provide for a specified final term or end date.

Oakwood Village, in accordance with Ohio Revised Code §5705.41, will initially certify this Agreement totaling Two Hundred Thousand and 00/100 Dollars (\$200,000.00), and shall re-certify this Agreement each year it is in effect for such amounts as may be required to ensure its respective obligations under this Agreement. Upon obtaining the appropriation of additional funds, the Agreement shall be re-certified by the Treasurer or Finance Director of Oakwood Village; and a copy of the additional certification shall be provided to Bedford Heights's Finance Director.

Failure to certify additional funds, as required by this Agreement, shall be grounds for immediate termination of this Agreement.

ARTICLE VI - MISCELLANEOUS PROVISIONS

A. Entire Agreement: This Agreement represents the entire and integrated agreement between Bedford Heights and Oakwood Village concerning the within subject, and supersedes all prior negotiations, representations, or agreements, either written or oral.

B. Modification of Contract: It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and duly approved and authorized by each party's legislative authority in accordance with the laws of the State of Ohio and of each individual party.

C. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but the same instrument.

D. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the Dispatch Services without prior written express approval of the other party.

E. Choice of Law/Forum: This Agreement shall be deemed made and entered in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.

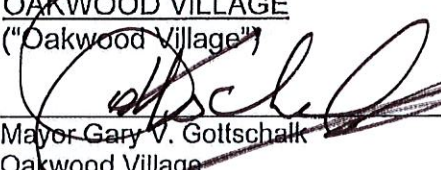
F. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if

such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement, shall be deemed to be effective, operative, made, entered or taken in the manner and to the full extent permitted by law.

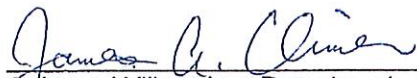
G. Other Similar Agreements by Bedford Heights: Nothing in this Agreement is intended to nor shall it serve to in any way limit the sole and unfettered discretion of the City of Bedford Heights to contract with other municipalities, townships, or political subdivisions for dispatch services and to establish appropriate fees for such purpose totally independent of the arrangement and fees determined for services provided under the within Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the 30 day of November, 2022.

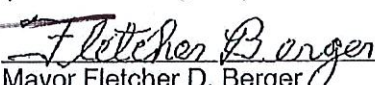
OAKWOOD VILLAGE
("Oakwood Village")


Mayor Gary V. Goltschalk
Oakwood Village

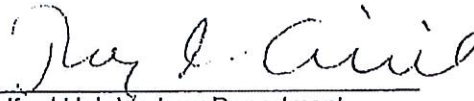
Approved as to form:


Oakwood Village Law Department
James Climer, Law Director
34305 Solon Road, Suite 100
Cleveland, Ohio 44139
440- 248-7906

CITY OF BEDFORD HEIGHTS
("Bedford Heights")


Mayor Fletcher D. Berger
City of Bedford Heights

Approved as to form:

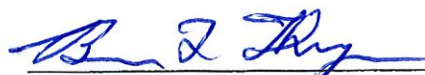

Bedford Heights Law Department
Ross S. Cirincione, Law Director
5661 Perkins Road
Bedford Heights, OH 44146
440-786-3229

INITIAL CERTIFICATION OF AVAILABLE FUNDS

I certify that the money required to meet the first year of this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

11-29-22


Fiscal Officer, Oakwood Village