

P/C
CA Prior 5-15-18
1st R 5-15-18
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3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11024-2018

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE CITY OF STRONGSVILLE TO
ESTABLISH A CONSOLIDATED COMMUNICATIONS CENTER
IN THE CITY OF STRONGSVILLE,
AND DECLARING AN EMERGENCY

WHEREAS, Section 737.04 of the Ohio Revised Code permits the legislative authority of a municipal corporation to enter into a contract with another municipal corporation upon any terms agreed upon, for police protection, services; and

WHEREAS, this Council and the Administration deem it most advantageous for a consolidation of the dispatching of public safety forces of the cities of Strongsville and Brook Park; and

WHEREAS, the two cities are interested in combining their respective resources into a joint venture to consolidate two Public Safety Answering Points (PSAPs) and providing for the effective and efficient operation of such a venture; and

WHEREAS, the prior Agreement between the City of Brook Park and the City of Parma will terminate on or about November 1, 2018; and

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into an agreement with the City of Strongsville to establish a Consolidated Communications Center in Strongsville, OH,

SECTION 2: That the Mayor is further authorized to execute whatever documents are necessary and approved by the Law Director to carry out the intent and purpose of this Ordinance.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of 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 Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that Council deems it necessary for the Mayor to enter into said agreement for a consolidated communications center in Strongsville, OH with the City of Strongsville; therefore this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: May 15, 2018

[Signature]
PRESIDENT OF COUNCIL

ATTEST: [Signature]
Clerk of Council

APPROVED: [Signature]
MAYOR

5/16/18
DATE

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS

[Signature]
DIRECTOR OF LAW

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing May 15, 2018
[Signature]
MICHELLE BLAZAK
Clerk of Council

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 11924-2018

passed on the 15th day of May 2018 by said council.

[Signature]
Clerk of Council

	Yea	Nay
Stemm	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Orcutt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Burglo	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF BROOK PARK, OHIO

This Agreement is entered into as of this ___ day of _____, 2018, by and between the **CITY OF STRONGSVILLE, OHIO** (“Strongsville”), an Ohio Municipal Corporation, with principal offices located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and the **CITY OF BROOK PARK, OHIO** (“Brook Park”), an Ohio Municipal Corporation, with principal offices located at 6161 Engle Road, Brook Park, Ohio 44142.

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

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

WHEREAS, Strongsville and Brook Park are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, Brook Park seeks to obtain additional police and fire protection services from the City of Strongsville in the form of dispatch services (“Public Safety Services”); and

WHEREAS, the Strongsville City Council on _____, passed Ordinance No. _____, authorizing this Agreement with Brook Park for public safety services; and

WHEREAS, the Brook Park City Council on _____, passed Ordinance No. _____, authorizing this Agreement with Strongsville for purchase of public safety services; and

WHEREAS, it is the desire of Strongsville and Brook Park 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: Strongsville, through its dispatch center located at the City’s Communications Center at 13213 Pearl Road, Strongsville, Ohio, (“Dispatch Center”), agrees to dispatch Brook Park Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Brook Park Police Department and the Brook Park Fire Department and other public safety resources (such as animal control situations that are a threat to public safety) 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 Brook

Park police, fire, EMS and service resources on emergency and non-emergency incidents, tracking and documenting the activity of Strongsville personnel providing dispatch services to Brook Park 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 Brook Park shall be equivalent to those Dispatch Services that are provided to the City of Strongsville, and any and all other communities served by Strongsville Dispatch.

B. Dispatch Services Equipment: Strongsville shall furnish all equipment necessary to provide the Dispatch Services to Brook Park, 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. Brook Park shall deliver to Strongsville any radio consoles and Emergency Call Works telephone equipment it owns or has control over, including any consoles or equipment it previously delivered to the Parma Com Center. All decisions relating to the provision, maintenance, upgrading, and replacement of such equipment are and shall remain within the sole discretion of Strongsville. However, the parties agree that notice of major capital expenditures which may impact Brook Park shall be provided thirty (30) days prior to implementation; with payment to be governed by Article I(F) hereafter.

Brook Park shall provide all equipment necessary to receive the Dispatch Services in the field provided by Strongsville, 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 Strongsville's provision of Dispatch Services. Brook Park agrees to update and/or replace all equipment necessary to receive the Dispatch Services provided by Strongsville as may be necessary to ensure the provision of Dispatch Services.

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

Brook Park shall be solely responsible to individually pay for its own user fees for all ancillary subscription services, including but not limited to LEADS, CAD, RMS, MDC airtime, public notification, reverse 911 system, Code Red Alert System, and staff call-in systems.

C. Personnel: Strongsville shall provide all personnel necessary to provide Dispatch Services to Brook Park. All staffing issues, including the number of dispatchers working at any given time, shall be determined by the Strongsville Chief of Police, Fire Chief and Safety Director. Strongsville shall be solely responsible for the management of all Dispatch Center personnel and all personnel-related issues are within the sole management discretion of Strongsville.

Strongsville agrees after the effective date of this Agreement and prior to the commencement of services date to increase the total number of dispatchers employed by Strongsville as necessary within its discretion to handle the increased volume of dispatch activity generated as a result of this Agreement. Any additional positions created shall be either full-time or part-time bargaining unit positions. Thereafter, during the term of this Agreement, Strongsville will have the sole right within its discretion to hire and employ additional full-time dispatchers

through the Civil Service process, as well as additional part-time dispatchers independent of the Civil Service process.

The parties agree that, in the event this Agreement is terminated, Strongsville will experience a lack of work and/or lack of funds and will not be obligated to retain any new dispatch positions created by this Agreement. The parties further agree, in the event this Agreement is terminated, that layoffs of dispatch personnel shall occur in accordance with the collective bargaining agreement then in effect between the City of Strongsville and the Fraternal Order of Police Parma Lodge 15 (Dispatchers) or any other applicable agreement then in effect.

D. Operating Procedures/Operations: Control of operating procedures and operations for the dispatch center shall generally rest within the sole discretion of Strongsville. However, Strongsville agrees to undertake consultations in advance with Brook Park 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/township or their respective designees. The board shall be established to meet periodically and make non-binding recommendations to the City of Strongsville 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 Strongsville. Notwithstanding the above, nothing undertaken by the City of Strongsville in connection with its operation of the dispatch center shall materially interfere with the standard operating procedures, response protocols, or other internal operations of Brook Park 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.

E. Payment for Dispatch Services: Brook Park, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty-Three Thousand Three Hundred Thirty-Three Dollars and 33/100 (\$43,333.33) per month by the first (1st) of each month for Dispatch Services provided in that month.

The parties agree to meet directly and/or through the Advisory Board by October 1st 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 distribution, changes in workloads, economies of scale and labor costs.

In any event, if workload volume directly related to Brook Park increases to a point that additional staffing becomes necessary, the City of Strongsville may within its sole discretion, but after consultation with Brook Park, increase monthly fees, and if announced by August 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 Strongsville's cost of employing the additional dispatch personnel necessary to provide Dispatch Services to Brook Park. Strongsville shall notify Brook Park, in writing, of any such additional

expenses at least thirty (30) days prior to the effective date of any increase in payment to Strongsville for dispatch services.

F. No Obligation to Respond/No Liability: This Agreement is not intended to and shall not be construed to require Strongsville 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 Brook Park. In this regard, Strongsville shall have no liability or responsibility for the actions, errors, omissions or negligence of the Brook Park Police or Fire safety forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. And Brook Park shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Strongsville may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services.

ARTICLE II – TERM/TERMINATION

Strongsville shall begin providing the Public Safety Services at twelve a.m. on November 1, 2018 (“commencement of services date”). This Agreement shall remain in effect for an initial term of fourteen (14) months ending on December 31, 2019, but will renew thereafter 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.

ARTICLE III – CUYAHOGA COUNTY SHARED SERVICES FUND

Strongsville also is likely to file an application and seek funding from Cuyahoga County through its Shared Services Fund in order to obtain funding for various aspects of the combined dispatch center, including those not eligible for funding under the FEMA grant, and/or dispatch or communication function, including purchase of equipment beneficial to those communities which receive the dispatch services. In such event, Brook Park agrees to fully cooperate and do whatever is reasonably necessary on its part to facilitate the application for and processing/implementation of such funding which will benefit some or all communities that are part of the combined dispatch center, including but not limited to Berea, Brook Park, Olmsted Falls, Royalton and Strongsville and any others participating in the shared services. However, if Cuyahoga County for some reason should fail to provide all funding which has been requested, then in such event, the City of Strongsville will have no further individual obligations arising from this Article, beyond the other terms and conditions of this Agreement.

In the event that funding from Cuyahoga County Shared Services is granted, Brook Park and the parties agree to establish procedures for implementation and prioritization of such funding.

ARTICLE IV – PUBLIC RECORDS

The 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 with regard to determination of records schedules retention periods and times 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 Brook Park to obtain access to its recordings of radio and telephone traffic.

ARTICLE V – NOTICE

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

Strongsville:

Contact Name: Mayor Thomas P. Perciak
Address: 16099 Foltz Parkway, Strongsville, OH 44149
Telephone: 440-580-3100
e-mail: tom.perciak@strongsville.org

With a copy to:

Contact Name: Neal M. Jamison, Law Director
Address: 16099 Foltz Parkway, Strongsville, OH 44149
Telephone: 440-580-3145
e-mail: strongsville.law@strongsville.org

Brook Park:

Contact Name: Mayor Michael D. Gammella
Address: Brook Park City Hall
6161 Engle Road, Brook Park, OH 44142
Telephone: 216-433-1300
e-mail: mgammella@cityofbrookpark.com

With a copy to:

Contact Name: Carol Dillon Horvath, Law Director
Address: Brook Park City Hall
6161 Engle Road, Brook Park, OH 44142
Telephone: 216-433-1300
e-mail: chorvath@cityofbrookpark.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 VI – CERTIFICATION OF FUNDS

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

Brook Park, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for Five Hundred Twenty Thousand Dollars and 00/100 (\$520,000.00) 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 Brook Park; and a copy of the additional certification shall be provided to Strongsville's Finance Director.

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

ARTICLE VII – MISCELLANEOUS PROVISIONS

A. Entire Agreement: This Agreement represents the entire and integrated agreement between Strongsville and Brook Park 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 one and 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 into 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 into or taken in the manner and to the full extent permitted by law.

G. Other Similar Agreements by Strongsville: 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 Strongsville 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 _____ day of _____, 2018.

CITY OF BROOK PARK
("BROOK PARK")

CITY OF STRONGSVILLE
("STRONGSVILLE")

Mayor Michael D. Gammella
City of Brook Park

Mayor Thomas P. Perciak
City of Strongsville

Approved as to form:

Approved as to form:

City of Brook Park Law Department
Carol Dillon Horvath, Law Director
Brook Park City Hall,
6161 Engle Road
Brook Park, OH 44142
216-433-1300

City of Strongsville Law Department
Neal M. Jamison, Law Director
16099 Foltz Parkway
Strongsville, OH 44149
440-580-3145

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

Finance Director, City of Brook Park, Ohio