

CITY OF BROOK PARK, OHIO

P/C \_\_\_\_\_  
CA 9/15/15  
1st R 9/22/15  
2nd R 10/6/15  
3rd R 10/20/15  
B/C \_\_\_\_\_  
Caucus 9/22/15

ORDINANCE NO: 9977-2015

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF PARMA TO  
ESTABLISH A CONSOLIDATED COMMUNICATIONS CENTER  
IN THE CITY OF PARMA,  
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 Parma 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

**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 Parma to establish a Consolidated Communications Center in Parma, OH, the agreement is attached hereto and a part hereof as though fully rewritten herein and marked as Exhibit "A."

**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 Parma, OH with the City of Parma; therefore this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: October 20, 2015 Dennis P. Lettley  
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak APPROVED: [Signature]  
Clerk of Council MAYOR

10/20/2015  
DATE

**I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS**  
[Signature]  
DIRECTOR OF LAW

**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. 9977-2015 passed on the 20th day of October 20 15 by said council.  
Michelle Blazak  
Clerk of Council

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 October 21, 2015  
Michelle Blazak  
MICHELLE BLAZAK  
Clerk of Council

**AGREEMENT TO ESTABLISH CONSOLIDATED COMMUNICATIONS  
CENTER IN PARMA, OHIO**

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 agreed upon, for police protection services; and

WHEREAS, there is a need for and will be a significant benefit derived from a consolidation of the dispatching of public safety forces of the cities of Parma and Brook Park

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

NOW THEREFORE BE IT AGREED by the City of Parma (Parma) and the City of Brook Park (Brook Park) to enter into a Cooperative Agreement (Agreement) to provide for the acquisition, equipping, operation and maintenance of a consolidated communications center (Com Center) according to the following terms and conditions:

**ARTICLE I Public Safety Dispatch Services**

**A. DURATION OF AGREEMENT**

This Agreement shall commence on or near November 1, 2015 and continue for three years and further pursuant to Article II.

**B. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide a method to fund the equipping, operation and maintenance of the consolidated Com Center to improve cost-effectiveness of operations and public safety in general. Parma agrees to dispatch Brook Park Police and Fire Department calls on a twenty-four (24) hour basis to authorized personnel of the Brook Park Police and Fire Departments and other public safety resources (such as animal control, traffic division) and to provide communication support and services/systems directly related to that function.

**C. ESTABLISHMENT OF THE CENTER**

The operations of the Com Center will be directed by Parma. Two advisory boards will be created - an Executive Advisory Board and an Operational Advisory Board. The Executive Advisory Board will be composed of the mayors and public safety directors, or their designees, of all community members of the consolidated Com Center and the Operational Advisory Board will be made up of the police and fire chiefs of each member community.



The City of Parma shall be responsible for establishing and maintaining a budget for the Com Center, taking into consideration recommendations from appropriate advisory boards.

1. FACILITY - Parma will be responsible for providing a suitable space for the efficient operation of the Com Center. Parma will retain ownership and be responsible for ongoing maintenance of the building.

2. EQUIPMENT - All equipment needed to commence dispatch services for Brook Park will be acquired by Parma and funded by Brook Park. A review of existing Brook Park equipment will be completed and incorporating any Brook Park equipment into the new Com Center will be at the discretion of Parma. The costs associated with upgrading the existing software and Emergency Medical Dispatch licensing will be the sole responsibility of Brook Park and will be due as a one-time payment to Parma in the amount of Fifty-two Thousand, Four Hundred and Seventy Dollars (\$52,470)

Brook Park will provide and be responsible for all necessary equipment to receive dispatch services in the field including radios, mobile data terminals, video cameras and any other communication equipment. Brook Park acknowledges that Parma may incur additional costs in the future for upgrading, repairing or replacing com center equipment that benefits Brook Park.

The parties agree that notice of non-emergency capital expenditures which may impact Brook Park shall be provided ninety (90) days prior to implementation.

The parties mutually agree that Brook Park share of an authorized capital expenditure shall be not exceed 22% of the proposed capital expenditure. In the event that additional municipalities join the system the parties agree to re-negotiate Brook Park' share of future capital expenditures.

Brook Park will be solely responsible for all user fees for such services as LEADS, CAD, and RMS.

3. PERSONNEL - Parma will seek to retain employment of current Brook Park dispatch personnel according to bargaining unit and Parma Civil Service requirements. Parma will have ultimate responsibility for the hiring and managing of Com Center personnel.

Brook Park agrees that it will be solely responsible for undertaking arrangements to cause the de-certification of their current collective bargaining unit for dispatchers, if deemed necessary. Evidence of de-certification will be provided to Parma. Brook Park will be solely responsible and liable for any claims, actions, grievances or legal issues arising under its collective bargaining agreement with its dispatchers and arising as a result of entering into this Agreement.

4. PAYMENT FOR DISPATCH SERVICES - Brook Park, in consideration of the provision of dispatch services outlined herein, agrees to pay Parma the amount of Thirty Thousand Three Hundred and Ninety Dollars (\$30,390) for the first eleven (11) months and Thirty Thousand Three Hundred and Eighty-five Dollars (\$30,385) for the twelfth month for a total annual fee of Three Hundred Sixty-four Thousand, Six Hundred and Seventy-five Dollars (\$364,675) for the first year of this agreement.

The parties agree to meet directly and/or through the Executive Advisory Board by July 31st of each calendar year 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, Parma may, but after consultation with Brook Park, increase monthly fees, if announced by October 1st for the following calendar year. In the event that an increase in monthly fees becomes necessary the increase shall be capped at 22% of the proposed monthly fee increase.

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 Parma's cost of employing the additional dispatch personnel necessary to provide dispatch services to Brook Park. Parma shall notify Brook Park, in writing, of any proposed additional expenses at least ninety (90) days prior to the effective date of any increase in payment to Parma for dispatch services. In the event that an increase in monthly payments becomes necessary the increase shall be capped at 22% of the proposed monthly payment increase.

Should an additional city desire to consolidate dispatch services into the Parma center, all costs will be re-evaluated by the Executive Advisory Board on an operational cost basis.

5. PARMA DISPATCH CENTER RESPONSIBILITIES – Representatives of the three original municipalities have met to discuss Parma's dispatch responsibilities under this Agreement which are set forth in Exhibit A. It is mutually understood by the parties that additional modifications and/or revisions to this Exhibit may be required. The parties mutually agree to continue their discussions and agree to make the additional modifications and/or revisions by written addendum.

6. NO OBLIGATION TO RESPOND/NO LIABILITY - This Agreement is not intended to and shall not be construed to require Parma to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire or EMS basis, not to otherwise provide law enforcement services for events that occur in

Brook Park. In this regard, Parma shall have no liability or responsibility for the actions, errors, omissions or negligence of Brook Park Police or Fire safety forces or service personnel in responding to dispatch calls taken through the dispatch center. Brook Park shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Parma may render assistance in

accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services.

## **ARTICLE II Termination**

TERM/TERMINATION - It is estimated that Parma will begin providing public safety services at twelve a.m. on November 1, 2015 or as soon thereafter as Parma reasonably determines that all training, staffing, systems and operational prerequisites are set in place and ready ("commencement of services date"). This Agreement shall remain in effect for an initial term of three (3) years 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.

## **ARTICLE III Public Records**

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 record requests and with regard to determination of record retention schedules. Notwithstanding this provision, the parties agree that nothing in this Agreement shall be construed as limiting a party from responding to a public record 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 IV Notices**

### **NOTICES**

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

Parma: Mayor Tim DeGeeter  
6611 Ridge Road  
Parma, OH 44129

Brook Park: Mayor Thomas J. Coyne  
6161 Engle Road  
Brook Park, OH 44142

## ARTICLE V 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 Parma 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 Three Hundred Sixty-four Thousand, Six Hundred and Seventy-five Dollars (\$364,675 and shall re-certify this Agreement each year 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 Parma's Treasurer.

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 Parma 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 Parma: 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 Parma 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 executed this AGREEMENT as of the

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF BROOK PARK  
"Brook Park"

CITY OF PARMA  
"Parma"

\_\_\_\_\_  
Mayor Thomas J. Coyne  
City of Brook Park

\_\_\_\_\_  
Mayor Tim DeGeeter  
City of Parma

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City of Brook Park Law Department  
Neil Jamison, Law Director  
6161 Engle Road  
Brook Park, OH 44142  
(216) 433-1300

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City of Parma Law Department  
Timothy Dobeck, Law Director  
6611 Ridge Road  
Parma, OH 44129  
(440) 885-8001