

VILLAGE OF WINDHAM  
OHIO  
RESOLUTION NO. R-2013-20

**A RESOLUTION AUTHORIZING A REVISED AGREEMENT WITH THE VILLAGE OF GARRETTSVILLE FOR DISPATCH SERVICES, REPEALING THE ACTION TAKEN IN RESOLUTION 2013-4 AND DECLARING AN EMERGENCY**

WHEREAS, as part of an overall analysis of the current finances of the Village of Windham this Council has previously determined that dispatching services should be outsourced to the Village of Garrettsville; and

WHEREAS, in order to effectuate that outsourcing, the Council of the Village of Windham passed Resolution 2013-4 on April 23, 2013 authorizing an agreement for dispatch services with the Village of Garrettsville; and

WHEREAS, subsequent with the passage of Resolution 2013-4 continued dialogue between the Village of Garrettsville and the Village of Windham has resulted in a revised agreement; and

WHEREAS, the Council of the Village of Windham has determined that the revised agreement is more beneficial to the Village of Windham and the old agreement should be repealed, that the authority to execute the prior agreement should be repealed and authority should be granted to enter into a new agreement for dispatch services with the Village of Garrettsville; and

WHEREAS, at the regular Council meeting held on May 28, 2013, this Council passed a motion authorizing the execution of the revised Dispatch Services Agreement which is attached to this Resolution; and

WHEREAS, the Council of the Village of Windham desires to ratify actions taken by the Administration and Police Department in reliance upon the motion passed on May 28, 2013.

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

Section 1: The actions of the Mayor, the Fiscal Officer, the Police Chief and other employees of the Village of Windham in compliance with and to accomplish the actions set forth in the motion approving the attached Exhibit A are hereby ratified, confirmed and approved.

Section 2: Resolution 2013-4 is hereby repealed.

Section 3: The Mayor and the Fiscal Officer are hereby authorized to execute an agreement with the Village of Garrettsville for dispatch services in substantial conformity with the agreement attached hereto and marked for identification as Exhibit A, which exhibit is incorporated herein by reference.

Section 4: The passage of this Resolution is declared to be an emergency measure necessary to advance the general welfare, health and safety of the Village of Windham and for

the specific reason that it is necessary to enter into a dispatch agreement with the Village of Garrettsville as soon as possible so as to realize the economic benefits derived from entering into such an agreement.

Section 5: It is hereby found and determined that all actions of this Council concerning and relating to the passage of this Resolution 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 actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Passed in Council as an emergency on this the 25<sup>th</sup> day of June, 2013.

Vote of Council: Ayes: Mr. Snyder, Mr. Garrett, Ms. Blewitt, Mrs. Barrett, Mrs. Miranda

Nays: None.

Attest:

\_\_\_\_\_  
Fiscal Officer - Lloyd Billman

\_\_\_\_\_  
Robert W. Donham, II – Mayor

Approved as to form:

\_\_\_\_\_  
Village Solicitor – Thomas Reitz

RESOLUTION R-2013-20 "EXHIBIT A"  
(amended)

AGREEMENT

THIS AGREEMENT made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the VILLAGE OF GARRETTSVILLE, OHIO a Municipal Corporation (hereinafter referred to as "Garrettsville"), and the VILLAGE OF WINDHAM, OHIO a Municipal Corporation (hereinafter referred to as "Windham") (hereinafter together referred to as the "Parties").

**WITNESSETH:**

**IN CONSIDERATION OF** the covenants, payments, promises and agreements hereinafter set forth the Parties agree as follows:

**A. THE VILLAGE OF GARRETTSVILLE AGREES:**

1. To provide *Twenty-Four Hour* Dispatch Services for the Windham Police Department as described herein, all of which are hereinafter sometimes referred to as the "Communication System" and/or "Services".

2. To employ, train, supervise and compensate the personnel necessary to operate a central communications service for Police services.
3. To house the communications system in the Garrettsville Police Department, Garrettsville Village, Ohio.
4. To provide Communications Services for the Windham Police Department *on a full time basis 24 hours per day, seven days per week, one hundred twenty-eight hours per week as follows: twenty-four hours per day on Saturdays, Sundays and ten holidays per year, and the hours of midnight to 8:00 a.m. and 4:00 p.m. to midnight Monday through Friday each week.*
5. ~~To provide additional Dispatch Services on an as-needed basis between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, in the event of Windham employee absence. If the Garrettsville Police Department is required to dispatch any call or calls call during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, the hourly rate set forth in Section B.2, below, shall apply regardless of whether the Windham dispatch employee is on duty or not.~~
56. To monitor all fire, burglary, panic alarms and any other emergency calls generated though an alarm panel for and on behalf of Windham during the hours set forth in Section (A)(4), above.
67. The Village of Garrettsville Chief of Police shall be responsible for the supervision and direction of the communications employees, all of whom shall be deemed employees of Garrettsville.

#### B. THE VILLAGE OF WINDHAM AGREES:

1. To pay Garrettsville the sum of ~~One Thousand Seven Hundred Forty-Two Dollars and Thirteen Cents (\$1,742.43)~~ *Two Thousand Two Hundred Sixty-Two Dollars and Fifty-One Cents (\$2,262.51)* per month from the start of services *July 1, 2013* through December 31<sup>st</sup> 2013 *June 30, 2014* as and for compensation for the services set forth in Section A of this Agreement ("*Monthly Service Fee*"). Windham shall pay to Garrettsville this sum on or before the 2nd Tuesday of each month *beginning in July 2013 through and including June, 2014*, that this Agreement is in effect.
2. ~~For additional services required by Windham under Section A.5, above, to pay Garrettsville the sum of Three Dollars and Ten Cents (\$3.10) for each hour or fraction of an hour such services are required ("Hourly Service Fee"). Windham shall pay any Hourly Service Fees due within twenty-one (21) days of its receipt of an itemized invoice submitted by Garrettsville, setting forth the dates and times of such services provided. *There shall be no proration of the Monthly Service Fee for any month or months during which a full month of Services is not supplied to Windham due to Windham's failure to acquire, install or maintain any equipment (including but not limited to repeaters, radios, and/or phone lines) or to otherwise make arrangements necessary to permit Services to commence and continue.*~~
3. ~~Commencing on January *July 1, 2014* and continuing on each January 1<sup>st</sup> thereafter, the amount of the monthly Service Fee and the Hourly Service Fee for additional services most recently paid *during the preceding twelve-month period* for the services set forth in Section A of this Agreement shall be revised by a multiple of 1.035, to *Two Thousand Three Hundred Forty-One Dollars and Seventy Cents (\$2,341.70)* with the resulting amount reflecting the monthly compensation to be paid by Windham to Garrettsville for the current year. Windham shall pay this amount to Garrettsville on or before the 2nd Tuesday of each month *beginning in July, 2014 through and including June, 2015*, except that Hourly Service Fees due shall be paid in the time and manner set forth in Section B.2, herein.~~
4. *Commencing on July 1, 2015, the amount of the monthly Service Fee paid during the preceding twelve-month period for the services set forth in Section A of this Agreement shall be revised by a multiple of 1.035, to Two Thousand Four Hundred Twenty-Three Dollars and Sixty-Six Cents (\$2,423.66). Windham shall pay this amount to Garrettsville on or before the 2nd Tuesday of each month beginning in July, 2015 through and including June, 2016.*
45. To furnish, maintain and repair, at Windham's expense, the telephone and other communication equipment needed by Windham, including but not limited to all costs relating to Windham telephone lines being redirected

to Garrettsville and any additional cost for routing 911 calls to Garrettsville, and all costs related to installing and maintaining any additional radio equipment that is required to ensure communications between Windham officers on portable and mobile radios that is located within Windham Village and the Garrettsville Communication System. Telephone and other communication equipment provided by Windham shall be owned by Windham.

~~56.~~ To furnish, maintain and repair, at Windham's expense, any additional computer equipment needed in the Garrettsville Dispatch center required to maintain the Windham reporting system. The additional computer equipment furnished or provided by Windham shall be owned by Windham.

~~6.~~ To verbally notify Garrettsville communication employees and the Portage County Sheriff's Office, by telephone or radio communication, each weekday morning to verify resumption of Windham control and responsibility for Windham Dispatch Services, and to similarly notify Garrettsville Communication personnel and the Portage County Sheriff's Office each weekday afternoon to verify relinquishment of Windham control and responsibility to Garrettsville. Failure to do so, or doing so after 8:00 a.m. and/or prior to 4:00 p.m., will cause the Hourly Service Fee, as set forth in Section B.2 and as subsequently revised, to apply.

7. To ~~terminate or resume~~ *initiate and maintain*, as appropriate, call forwarding or other system employed to route calls to Garrettsville communications center.

#### C. THE PARTIES MUTUALLY AGREE:

1. *Services shall commence on July 1, 2013, or as soon thereafter as practicable based upon Windham's acquisition and installation of necessary equipment and as set forth in Section B.2. herein.*

~~12.~~ To cooperate in the operation of the Communications System and Services.

~~23.~~ This Agreement may be terminated by either party by giving notice of termination in writing to the other party at least one hundred twenty (120) days before the date of the proposed termination. In the event that Windham desires the early termination, Windham shall pay Garrettsville the usual service fee during the 120 day notice period, and additionally an early termination fee equal to four (4) months of service fees. No other early termination penalty shall apply. For purposes of this section, "Early Termination" means any termination occurring prior to the expiration of the full three-year term of this Agreement.

~~34.~~ Training of the communications personnel shall be under the supervision of the Garrettsville Chief of Police, with participation in any additional training offered by the Village of Windham.

~~45.~~ The Garrettsville Supervisor of the Dispatch Center, under supervision of the Garrettsville Chief of Police will act as liaison for Garrettsville under this Agreement, with one designated representative from each Windham department served under this Agreement. Windham shall have the exclusive right to select its departmental representatives and reserves the right to periodically replace or select a new representative. All concerns arising from the performance under this Agreement shall be channeled through these representatives.

~~56.~~ Windham shall have the right to appoint a representative who may attend and address the Garrettsville Safety Committee. In the event a concern of the Parties has not been successfully addressed through the liaison representative called out in paragraph C.45., or the concern to be addressed is jointly related to the operation of the Communication System or Service, the matter may be addressed by the Garrettsville Safety Committee.

~~67.~~ Each entity is responsible for maintaining and replacing equipment owned by them.

~~78.~~ In the event of Garrettsville equipment failure requiring repair or replacement, Garrettsville reserves the right to approach Windham to request contribution towards the cost of said repair or replacement. This paragraph is not intended to apply to general maintenance of any equipment that serves the Parties.

~~89.~~ The Parties agree that in every instance that consent is required to be obtained under any Section of this Agreement, it is understood that no such consent shall be unreasonably withheld.

~~9~~10. No obligation hereunder shall constitute the personal obligation, whether jointly or severally, of members of the Garrettsville Village Council or members of Windham Village Council and/or the Administration of either of the Parties.

~~10~~11. This Agreement is for one three-year term, but is subject to subsections B.3 and B.4, herein, *relating to annual increase of the Monthly Service Fee*, and the provisions of this Section having to do with termination, and is also subject to Ohio law governing annual appropriations and municipal finance.

~~11~~12. Any reporting or notice required under this Agreement by either party to the other shall be served by U.S. Certified Mail, return receipt requested to:

A. In case of Garrettsville Village to:  
Council, Village of Garrettsville  
Village of Garrettsville  
8213 High Street  
Garrettsville, Ohio 44231  
ATTN: CLERK/TREASURER & MAYOR

B. In case of Windham Village to:  
Council, Village of Windham  
Village of Windham  
9621 East Center Street  
Windham, Ohio 44288  
ATTN: FISCAL OFFICER, MAYOR AND POLICE CHIEF

**D. ENTIRE AGREEMENT:**

1. This Agreement contains the entire agreement between the Parties. There are no other representations, understandings or agreements, oral or written, which are not included herein. This Agreement cannot be changed except by written instrument executed by duly authorized representatives of the Parties.

**IN WITNESS WHEREOF**, the Parties have caused their names to be affixed hereto by the representatives set forth below.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2013.

IN THE PRESENCE OF:

THE VILLAGE OF GARRETTSVILLE, OHIO

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
MAYOR, RICK PATRICK

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
CLERK-TREASURER, NANCY BALDWIN

\_\_\_\_\_  
APPROVED AS TO FORM  
MICHELE STUCK  
GARRETTSVILLE VILLAGE SOLICITOR

THE VILLAGE OF WINDHAM, OHIO

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
MAYOR, ROBERT DONHAM

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
FISCAL OFFICER, LLOYD BILLMAN

\_\_\_\_\_  
APPROVED AS TO FORM  
THOMAS REITZ  
WINDHAM VILLAGE SOLICITOR

**CERTIFICATE OF FUNDS**

It is hereby certified that the amounts required to meet the contract set forth above for 2013 has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process or collection to the credit of the Village of Windham free from any obligation or certification now outstanding.

Future years will be lawfully appropriated as needed subject to action of Windham Village Council.

\_\_\_\_\_  
FISCAL OFFICER

\_\_\_\_\_  
DATE