

VILLAGE OF WINDHAM
OHIO
RESOLUTION NO. R-2013-4

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE VILLAGE OF GARRETTSVILLE FOR DISPATCH SERVICES AND DECLARING AN EMERGENCY

WHEREAS, as part of an overall analysis of the current finances of the Village of Windham a number of expense reducing measures must be taken; and

WHEREAS, among those expense reducing measures is the outsourcing of a portion of the dispatching services previously conducted by employees of the Village of Windham Police Department; and

WHEREAS, an agreement acceptable to the Village of Windham has been negotiated with the Village of Garrettsville to provide dispatching services; and

WHEREAS, the Council of the Village of Windham by this Resolution directs the execution of the agreement for dispatching services.

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

Section 1: 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 is incorporated herein by reference.

Section 2: 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.

First reading: January 22, 2013

Second reading: February 26, 2013

Third reading: April 23, 2013

Passed in Council this the 23rd day of April, 2013.

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

Nays: Mrs. Barrett

ATTEST:

APPROVED:

Fiscal Officer - Lloyd Billman

Robert W. Donham, II – Mayor

Approved as to form:

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 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 one hundred twenty-eight hours per week as follows: twenty-four hours per day on Saturdays, Sundays and ten holidays per year¹, 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.
6. 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.

¹ The ten Holidays are New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas Day

7. 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 (\$1,742.13) per month from the start of services through December 31st 2013 as and for compensation for the services set forth in Section A of this Agreement ("Service Fee"). Windham shall pay to Garrettsville this sum on or before the 2nd Tuesday of each month 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.
3. Commencing on January 1, 2014 and continuing on each January 1st thereafter, the amount of the monthly Service Fee and the Hourly Service Fee for additional services most recently paid for the services set forth in Section A of this Agreement shall be revised by a multiple of 1.035, 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, except that Hourly Service Fees due shall be paid in the time and manner set forth in Section B.2, herein.
4. 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.
5. 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.
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, as appropriate, call forwarding or other system employed to route calls to Garrettsville communications center.

C. THE PARTIES MUTUALLY AGREE:

1. To cooperate in the operation of the Communications System and Services.
2. 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 expirations of the full three-year term of this Agreement.
3. 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.
4. 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.

5. 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.4., 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.
6. Each entity is responsible for maintaining and replacing equipment owned by them.
7. 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.
8. 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. 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. This Agreement is for ~~three (3) consecutive one (1) year terms that are to be annually and automatically renewed without any further action by Garrettsville or Windham~~ one three-year term, but is subject to subsection B.3, herein, ~~but is subject to~~ 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. 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
(street address)
Windham, Ohio 44234
ATTN: FISCAL OFFICER

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

MAYOR, RICK PATRICK

WITNESS

CLERK-TREASURER, NANCY BALDWIN

WITNESS

APPROVED AS TO FORM
MICHELE STUCK, GARRETTSVILLE VILLAGE SOLICITOR

THE VILLAGE OF WINDHAM, OHIO

MAYOR, ROB DONHAM II

WITNESS

FISCAL OFFICER, LLOYD BILLMAN

WITNESS

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