



**Office of the City Manager**  
5200 Emerald Parkway • Dublin, OH 43017-1090  
Phone: 614-410-4400 • Fax: 614-410-4490

# Memo

**To:** Members of Dublin City Council  
**From:** Marsha I. Grigsby, City Manager *MIG*  
**Date:** August 8, 2013  
**Initiated By:** Heinz von Eckartsberg, Chief of Police  
**Re:** Resolutions 43-13 and 44-13 - Dispatching Contracts with Hilliard and Norwich Township

## Background

Attached for your consideration are Resolutions 43-13 and 44-14, authorizing the City Manager to enter into an agreement with the City of Hilliard and Norwich Township, respectively, for the purpose of providing dispatching services for the Hilliard Police Department and the Norwich Township Fire Department. Staff has been meeting with Hilliard and Norwich Township since late 2012 in response to their request for Dublin to provide them dispatching services. The parties have reached agreement, and the contracts are submitted for your approval.

The City of Hilliard approached Dublin in 2012 and requested the parties explore the possibility of Dublin providing dispatching services for both Hilliard and Norwich Township. Hilliard, which has operated a public safety answering point (PSAP) for more than 25 years, is facing several expensive technological upgrades in the next three years. Hilliard indicated they believed it was more efficient and cost effective for them to partner with another PSAP to serve their dispatching needs. As Dublin already serves as the first point of answer for 9-1-1 calls placed by wireless phones in Hilliard, with the close response relationship Norwich Township has with Washington Township, and because Dublin has already completed the radio and telephone system upgrades needed by Hilliard, they believe the most logical partnership is with the City of Dublin as their service provider.

With the passage of House Bill 360 during the 129<sup>th</sup> Ohio Legislative Session, the legislature directed that by 2018 there be no more than four funded public safety answering points in Franklin County. Staff believes that by offering dispatching services to Hilliard and Norwich Township, the City of Dublin is well positioned to be one of those four PSAPs in the county in 2018. Offering this service is consistent with Dublin City Council's strategic focus of working collaboratively with other public entities to provide efficient, responsive and innovative local government, including, when appropriate, a focus on shared-service delivery and strategic partnerships. Staff also believes that the sharing of dispatching services improves the overall public safety service level provided to all participating jurisdictions.

In these proposed agreements, dispatching staff would remain under the control of the existing Dublin management structure and would continue to be housed at the Dublin Justice Center. Services would be provided to Hilliard and Norwich Township in substantially the same way dispatching services have been provided to Washington Township since 1990.

Hilliard has given official notice to Norwich Township of their intent to close their communications center and dissolve the existing dispatch contract in favor of contracting with Dublin for service.

Staff has developed a billing formula that distributes the cost to operate the dispatching functions of the communications center across all participants. The formula calculates the total costs and then uses an annual analysis of call for service activity for each agency to determine the amount each will be billed. The call for service counts are weighted, based on an average amount of dispatcher involvement time for each type of call, to ensure equitable billing. Annual fees will be calculated each year to ensure the costs to provide services are recovered and each agency is billed their proportionate amount. By applying the billing formula to all participants, Dublin expects a cost savings of approximately \$400,000 in 2014. Future savings will depend on the number of participants in the shared dispatching arrangement each year. It is anticipated that adding participants to this arrangement will increase the overall savings realized.

Approval of the agreement by the Norwich Township trustees is expected during a special meeting they plan to hold in early August. If the agreement is approved by both entities, dispatching services for the Norwich Township Fire Department would begin on or about October 1, 2013. Initiating services for Norwich Township ahead of Hilliard ensures a smooth and orderly transition. To provide these services, the addition of two Communication Technicians and one Communications Supervisor will be needed. A funding request for the costs associated with the additional staff will be brought forward in the near future.

On August 26, 2013, Hilliard City Council will introduce an ordinance to approve and fund the contract. The Hilliard City Charter requires three readings for proposed ordinances, and therefore they anticipate final approval at their September 23, 2013 meeting. If the agreement is approved by both entities, dispatching services for Hilliard Police would begin on or about January 13, 2014. In order to provide the services to Hilliard, the addition of three additional Communication Technician positions will be needed. Staff will incorporate this funding request as part of the 2014 operating budget request.

Staff is finalizing the terms of a renewal contract to continue to provide dispatching services to Washington Township and should have that to Council for consideration within the next month.

### **Recommendation**

Staff recommends approval of Resolutions 43-13 and 44-13 at the August 12 Council meeting.

CITY OF DUBLIN  
DISPATCHING PROPOSAL FOR NORWICH TOWNSHIP  
FOR THE PERIOD 10/1/2013 - 12/31/2013

|                                 | Dublin Police & Washington Twp. Fire | Norwich Township Fire |
|---------------------------------|--------------------------------------|-----------------------|
| 2012 Calls for Service          | 24,547                               | -                     |
| +/- Entity Specific Differences | -                                    | -                     |
| 2012 Actual Calls for Service   | 24,547                               | -                     |
| 2012 Traffic Stops              | 6,505                                | -                     |
| 2012 Mutual Aid Calls           | 504                                  | 932                   |
| 2012 Fire Calls                 | 948                                  | 656                   |
| 2012 EMS Calls                  | 2,983                                | 3,421                 |
| <b>Total</b>                    | <b>35,487</b>                        | <b>5,009</b>          |

|                                      |        |  |
|--------------------------------------|--------|--|
| Dispatcher Involvement Formula       | 103.81 | Hourly Loaded Dispatcher Rate          |
| Fire Call for Service = 30 minutes   | 1.73   | Loaded Dispatcher Rate / Minute        |
| EMS Call for Service = 16.25 minutes |        |  |
| Mutual Aid Call = 6.25 minutes       |        |  |
| Calls for Service = 5 minutes        | \$     | 51.91 Fire Call for Service Cost       |
| Traffic Calls = 3 minutes            | \$     | 28.12 EMS Call for Service Cost        |
|                                      | \$     | 10.81 Mutual Aid Call for Service Cost |
|                                      | \$     | 8.65 Call for Service Cost             |
|                                      | \$     | 5.19 Traffic Call Costs                |

|   | Dublin Police & Washington Twp. Fire | Norwich Township Fire |
|---|--------------------------------------|-----------------------|
| 2012 Costs - Call for Service             | \$ 212,352                           | \$ -                  |
| 2012 Costs - Traffic Stops                | \$ 33,764                            | \$ -                  |
| 2012 Costs - Mutual Aid Calls for Service | \$ 5,282                             | \$ 10,078             |
| 2012 Costs - Fire Calls for Service       | \$ 49,206                            | \$ 34,050             |
| 2012 Costs - EMS Calls for Service        | \$ 83,868                            | \$ 96,182             |
| <b>Total 2012 Cost (based on calls)</b>   | <b>\$ 384,472</b>                    | <b>\$ 140,310</b>     |

|                                |              |                         |
|--------------------------------|--------------|-------------------------|
| <u>Total Cost for Services</u> |              |                         |
| 2013 Cost of Dispatching       | \$ 1,597,000 | Includes 5% Contingency |
| 2012 Total Calls for Service   | 40,496       |                         |
| Cost Per Call                  | \$ 39.44     |                         |

|                            | Cost based on Calls (Using Dispatcher<br>Involvement Formula) | 2013 Funding |              |
|----------------------------|---|--------------|--------------|
| Dublin/Washington Township | \$ 384,472  | \$ 1,170,013 |              |
| Norwich Township           | \$ 140,310  | \$ 426,987   | → \$ 106,747 |
|                            | \$ 524,782  | \$ 1,597,000 |              |
|                            | Factor  | 3.043        |              |

Prorated Amount:  
October 1, 2013 -  
December 31, 2013

CITY OF DUBLIN  
DISPATCHING PROPOSAL FOR NORWICH TOWNSHIP AND CITY OF HILLIARD  
FOR THE PERIOD 1/1/2014 - 12/31/2014

|                                    | Dublin Police & Washington Twp. Fire | Norwich Township Fire | Hilliard Police |
|------------------------------------|--------------------------------------|-----------------------|-----------------|
| 2012/2013 Calls for Service        | 23,508                               | -                     | 23,531          |
| +/- Entity Specific Differences    | -                                    | -                     | -               |
| 2012/2013 Actual Calls for Service | 23,508                               | -                     | 23,531          |
| 2012/2013 Traffic Stops            | 5,927                                | -                     | 6,646           |
| 2012/2013 Mutual Aid Calls         | 533                                  | 847                   | -               |
| 2012/2013 Fire Calls               | 919                                  | 613                   | -               |
| 2012/2013 EMS Calls                | 3,060                                | 3,252                 | -               |
| <b>Total</b>                       | <b>33,947</b>                        | <b>4,712</b>          | <b>30,177</b>   |

Dispatcher Involvement Formula  
 Fire Call for Service = 30 minutes  
 EMS Call for Service = 16.25 minutes  
 Mutual Aid Call = 6.25 minutes  
 Calls for Service = 5 minutes  
 Traffic Calls = 3 minutes

103.81 Hourly Loaded Dispatcher Rate  
 1.73 Loaded Dispatcher Rate / Minute

|    |       |                                  |
|----|-------|----------------------------------|
| \$ | 51.91 | Fire Call for Service Cost       |
| \$ | 28.12 | EMS Call for Service Cost        |
| \$ | 10.81 | Mutual Aid Call for Service Cost |
| \$ | 8.65  | Call for Service Cost            |
| \$ | 5.19  | Traffic Call Costs               |

|   | Dublin Police & Washington Twp. Fire | Norwich Township Fire | Hilliard Police   |
|---|--------------------------------------|-----------------------|-------------------|
| 2012 Costs - Call for Service             | \$ 203,364                           | \$ -                  | \$ 203,563        |
| 2012 Costs - Traffic Stops                | \$ 30,764                            | \$ -                  | \$ 34,496         |
| 2012 Costs - Mutual Aid Calls for Service | \$ 5,586                             | \$ 9,159              | \$ -              |
| 2012 Costs - Fire Calls for Service       | \$ 47,701                            | \$ 31,818             | \$ -              |
| 2012 Costs - EMS Calls for Service        | \$ 86,033                            | \$ 91,431             | \$ -              |
| <b>Total 2012 Cost (based on calls)</b>   | <b>\$ 373,447</b>                    | <b>\$ 132,407</b>     | <b>\$ 238,059</b> |

Total Cost for Services

|                              |                 |                         |
|------------------------------|-----------------|-------------------------|
| 2013 Cost of Dispatching     | \$ 2,096,000    | Includes 5% Contingency |
| 2012 Total Calls for Service | 38,659          |                         |
| Cost Per Call                | <b>\$ 54.22</b> |                         |

|                            | Cost based on Calls (Using Dispatcher Involvement Formula) | 2014 Funding (Estimate) |
|----------------------------|--|-------------------------|
| Dublin/Washington Township | \$ 373,447   | \$ 1,052,199            |
| Norwich Township           | \$ 132,407   | \$ 373,062              |
| Hilliard Police            | \$ 238,059   | \$ 670,739              |
|                            | <b>\$ 743,913</b>  | <b>\$ 2,096,000</b>     |
|                            | Factor   | 2.818                   |

DRAFT

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

**43-13**

Resolution No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH THE CITY OF  
HILLIARD TO PROVIDE DISPATCHING SERVICES  
FOR THE CITY OF HILLIARD DIVISION OF POLICE**

**WHEREAS**, the City of Hilliard ("Hilliard") desires to contract with the City of Dublin ("Dublin") for dispatching services for the Hilliard Division of Police; and

**WHEREAS**, Dublin is able to furnish to Hilliard such dispatching services and it is in the best interests of Dublin to do so; and

**WHEREAS**, Dublin desires to execute an agreement in a substantially similar form to the attached Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Dublin, State of Ohio, \_\_\_\_\_ of the elected members concurring that:

Section 1. Dublin City Council authorizes the City Manager to execute an agreement in a substantially similar form to the attached Exhibit "A" with the City of Hilliard, Ohio for dispatching services.

Section 2. The Resolution shall be effective upon passage in accordance with Section 4.04(1) of the Revised Charter.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor – Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of Council

**DISPATCHING COMMUNICATION SERVICES AGREEMENT**

Agreement to provide Dispatching Communication Services (“Agreement”) for the City of Hilliard (“Hilliard”), an Ohio Municipal Corporation, by the City of Dublin (“Dublin”), an Ohio Municipal Corporation, is made and entered into on \_\_\_\_\_, 2013.

**RECITALS**

**WHEREAS**, being proponents of sharing and streamlining government services, Hilliard and Dublin have spent considerable energy and resources exploring the possibility of sharing dispatching communication services for their safety forces; and

**WHEREAS**, having performed due diligence in ascertaining present and future capabilities of their respective dispatching communication services, including current and projected needs and capabilities of each, Hilliard has determined that the best interest of its citizens will be served in contracting with Dublin to provide dispatching communication services for its police division; and

**WHEREAS**, Dublin warrants that it is capable and has the capacity and resources to provide dispatching communication services through its communications center, and that it will promptly train and equip additional staff as needed to provide services under this Agreement; and

**WHEREAS**, the Parties desire to enter into and execute this Agreement for Dublin to provide Hilliard dispatching communication services; and

**WHEREAS**, the Council for Dublin by Resolution No. 43-13, passed \_\_\_\_\_, 2013 authorized the City Manager to enter into and execute, on behalf of Dublin, this Agreement with Hilliard to furnish such communication services; and

**WHEREAS**, the Council for Hilliard by Ordinance No. \_\_\_\_\_ passed \_\_\_\_\_, \_\_\_\_\_ 2013 authorized the Safety Director to enter into and execute, on behalf of Hilliard, this Agreement with Dublin to furnish such communication services; and

**NOW, THEREFORE**, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between Dublin and Hilliard witnesseth.

**I. PUBLIC SAFETY COMMUNICATION SERVICES**

- A. Hilliard acknowledges that Dublin currently provides public safety dispatching communication services (the “Dispatching Communication Services”, and as further defined below) to other public entities and, during the term of this Agreement and/or any extensions thereof, Dublin may provide similar services to

other public entities in a manner whereby demand for the Services does not exceed capacity.

B. Dublin shall furnish the facilities, personnel and equipment for the purpose of providing Dispatching Communication Services to the Hilliard Division of Police. Communication Services shall include, but not be limited to:

- (1) Police and emergency communications including, but not limited to radio, telephone (emergency, E-911, non-emergency) and computer (mobile data terminal) operations and associated applications; and
- (2) Providing Hilliard access to Dublin's computer aided dispatch ("CAD") network for the purpose of accessing CAD call reports. This access shall be available at all Hilliard stations; and
- (3) Providing Dublin CAD printout to each Hilliard station for each call for service received by Dublin; and
- (4) Representing Hilliard at all Franklin County E-911 PSAP meetings; and
- (5) Maintaining the E-911 master street address guide for all areas located in Hilliard; and
- (6) Performing other services as may from time to time be mutually agreed by the Parties.

C. Additionally, the Parties agree as follows:

- (1) Dublin shall provide twenty-four (24) hour a day Dispatching Communication Services for Hilliard including radio dispatch, telephone (E911 and non-emergency call for service lines) and computer aided dispatch service; and
- (2) Dublin shall receive all calls and communicate the message or internal requests to the Hilliard Division of Police in accordance with generally acceptable procedures for dispatching and in accordance with such procedures prescribed by the Hilliard Division of Police and/or Dublin, such procedures may be amended from time to time in writing by the Parties; and
- (3) Dublin shall answer the Hilliard police radio and communicate the message or internal requests to the Hilliard Division of Police in accordance with generally acceptable procedures for dispatching and in accordance with such procedures prescribed by the Hilliard Division of Police and/or Dublin such procedures may be amended from time to time in writing by the Parties; and

- (4) Dublin shall maintain a written and/or electronic log of all communications referred to in (1) through (3) above. Such log shall be transferred to the Hilliard Division of Police in accordance with written procedures prescribed by the Hilliard Division of Police; and
- (5) Dublin shall continue its policy of handling radio calls in priority order without regard to whether the call is related to police, fire or emergency medical activity or from which community the calls originate; and
- (6) Dispatchers will be periodically available, as mutually agreeable, for training purposes, as the Parties agree that professional development and training is a priority in order to provide quality and dependable Dispatching Communication Services; and
- (7) Dublin shall provide Ohio LEADS/NCIC inquiry service for qualified and approved Hilliard law enforcement officials; and
- (8) Dublin shall provide on scene Incident Dispatch Team services for large scale emergency events whenever possible when requested by Hilliard.

## **II. STAFFING**

- A. Dublin and Hilliard shall routinely prescribe dispatching procedures in, respectively, the Dublin communication center policies and procedures and the Hilliard police dispatching guidelines.
- B. Hilliard is solely responsible for providing police and other emergency services for the residents, public officials, business entities and other individuals in Hilliard. Hilliard, at its sole discretion, is responsible for determining the proper allocation of the equipment, personnel and all other resources for providing police and other emergency services.
- C. While Dublin maintains sole discretion and oversight in determining the appropriate allocation of personnel and all other resources for providing Dispatching Communication Services, it is Dublin's intention to do so in a manner that provides reliable and dependable services to Hilliard and Dublin under this Agreement.
- D. Dispatching shall be performed only by qualified individuals hired by Dublin. In its continuing effort to provide quality services, Dublin represents that its communication center is accredited with its police department through CALEA. Dublin shall immediately notify Hilliard if this accreditation is suspended, lost or otherwise revoked.

### **III. EQUIPMENT**

- A. Dublin shall maintain the central dispatch computer and other Dublin equipment in good working order and repair.
- B. Dublin shall have sole discretion and oversight in determining the appropriate allocation of equipment and all other resources for providing Dispatching Communication Services under this Agreement; provided, however, that the Parties acknowledge and agree that funding upgrades to current systems and equipment, and/or the purchase and funding of new systems and equipment requires the availability of funds and the planning therefore. To that end, the Parties agree that working committees established for the purposes of entering into this Agreement (Executive, Fire/EMS Operational and Law Enforcement Operational committees) shall continue to meet as needed during the initial Term, and any extensions thereof, of this Agreement to ensure a smooth transition and implementation of this contracted service. In order to cooperatively plan for future capital needs, Dublin shall provide Hilliard with its five-year capital improvement plan and budget on a yearly basis, and any mid-year amendments or supplements thereto.
- C. Hilliard, at its sole expense, shall assume all responsibility for Hilliard mobile radio equipment and shall pay any expenses, fees or other charges required to render it compatible so that Hilliard equipment will properly interface with the Dublin dispatch center.

### **IV. PAYMENT**

- A. The Parties agree that payment for the services hereunder shall be based upon an annual draft joint dispatch budget ("Joint Dispatch Budget") that will be prepared by Dublin no later than October 1<sup>st</sup> of each year of the original term of this agreement and/or any extensions thereof. The Joint Dispatch Budget shall be calculated based upon the calls for service data from the prior period beginning July 1<sup>st</sup> of the previous year and ending on June 30<sup>th</sup> of the current year.
- B. Invoices for the annual costs as determined by the Joint Dispatch Budget shall be billed by December 31<sup>st</sup> for the upcoming year. Invoices shall be paid by January 31<sup>st</sup>.
- C. Invoices for additional personnel for Hilliard special events shall be due upon receipt.

### **V. CHANGES IN SERVICE AND SPECIAL EVENTS**

- A. Any significant change, as deemed necessary by Dublin at its sole discretion, to the existing service area or change in the scope of Dispatching Communication

Services to be provided hereunder, is subject to good faith re-negotiation and mutual written agreement of both Parties.

- B. Wherever possible, Hilliard will notify Dublin of any planned special events thirty (30) days in advance. If extra personnel are requested by Hilliard to handle the workload of the event, Hilliard agrees to reimburse the Dublin for the direct cost for providing the additional services. A direct cost is defined as actual equipment and personnel costs including salary and overtime expenses.

## **VI. TERM**

- A. This Agreement shall commence on January 1, 2014 and end on December 31, 2016 unless otherwise terminated earlier, as provided for herein. It is anticipated that Dublin will begin providing Dispatching Communication Services on or about January 13, 2014. Dublin and Hilliard may terminate this Agreement, without penalty or obligation, at the expiration of its original term or any extension thereof.
- B. During the original term of this Agreement and any extensions permitted hereunder, the Parties agree that they will meet and discuss the development and/or possible cost sharing of any new communications and/or technological improvements that would be beneficial to both Parties.

## **VII. RENEWAL AND TERMINATION**

- A. This Agreement may be renewed or extended for additional periods of three (3) years upon mutual agreement of the Parties, pursuant to the following process:
  - (1) If Hilliard seeks an extension of the term of this Agreement it shall submit, in writing, a request to Dublin to extend this Agreement at least one hundred and eighty (180) days prior to the expiration of the original term and/or any previously approved extension.
  - (2) Dublin shall be required to approve or disapprove, in writing, any request for an extension within sixty (60) days of receipt, with the understanding that disapproving an extension may cause hardship on Hilliard, as the services provided herein are not a market commodity that Hilliard can easily replace. Upon disapproving an extension, Dublin shall work with Hilliard so that it can transition to a new Dispatching Communication Services provider in a professional and efficient manner. Dublin agrees to provide Hilliard a reasonable period of time, as agreed to by the Parties, in order to make this transition, including payment (or credit) of any pro-rated costs, at a rate equal to the most recent costs, for this transition period. The costs for the transition period may be increased if the transition period exceeds six (6) months.

- B. If this Agreement is extended for an additional three (3) year term, the costs for the Communication Services shall be based upon the annual Joint Dispatch Budget.
- C. Either Party, at its sole discretion, shall have the right upon one (1) year written notice to terminate this Agreement without penalty.
- D. In the event of a breach of any provision of this Agreement, either Party may terminate this Agreement, if following written notice to the breaching Party, said breaching Party fails to immediately attempt to remedy such material breach within the time period stated in the notice. Attempts to remedy shall timely be communicated to the other Party.

### **VIII. AMENDMENT AND JURISDICTION**

- A. 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 executed in accordance with the laws of the State of Ohio.
- B. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the Agreement, whether between the Parties or of any of the Parties employees, agents, or volunteers will be resolved under the laws of the State of Ohio, in an appropriate court in Franklin County, Ohio.

### **IX. LIABILITY AND INSURANCE**

- A. Dublin shall secure and maintain, at its own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. Dublin shall also have property insurance coverage to cover the loss and replacement of all Dublin communication equipment and systems that are required in order to provide Dispatching Communication Services hereunder. The General Liability Certificate shall clearly reflect that the City of Hilliard is an "Additional Insured".
- B. Hilliard shall secure and maintain, at its own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. All such Certificates shall clearly reflect that the City of Dublin is an "Additional Insured".
- C. Certificates showing the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by the respective Parties, upon commencement of this Agreement and/or any extension thereof. The Parties shall notify each other of any change in, or cancellation of, any insurance policy that is in effect during the original term or any extension of this Agreement.

D. Costs to be paid by Hilliard to Dublin for the Communication Services shall be as appropriated and authorized legislatively by Hilliard City Council.

**IN WITNESS WHEREOF**, the City of Dublin and City of Hilliard have set their hands by their authorized representatives on the day, month and year first written above.

**CITY OF DUBLIN, OHIO**

**CITY OF HILLIARD, OHIO**

By: \_\_\_\_\_  
Marsha I. Grigsby, City Manager

By: \_\_\_\_\_  
Donald J. Schonhardt  
Safety Director

Approved as to form:

By: \_\_\_\_\_  
Stephen J. Smith, Law Director

By: \_\_\_\_\_  
Tracy L. Bradford, Law Director