RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 44-13 *Passed* _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORWICH TOWNSHIP TO PROVIDE DISPATCHING SERVICES FOR THE NORWICH TOWNSHIP FIRE DEPARTMENT

WHEREAS, the Norwich Township ("Norwich") desires to contract with the City of Dublin ("Dublin") for dispatching services for the Norwich Township Fire Department; and

WHEREAS, Dublin is able to furnish to Norwich Township 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 Norwich Township, Ohio for dispatching services.

Section 2. The Resolution shall be effective upon passage in accordance with Section 4.04(a) 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 Norwich Township ("Township") Fire Department, an Ohio Political Subdivision, 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, the Township 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, the Township has determined that the best interest of its citizens will be served in contracting with Dublin to provide dispatching communication services for its Fire Department; 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 the Township dispatching communication services; and

WHEREAS, the Council for Dublin by Resolution 44-13, passed _____, 2013 authorized the City Manager to enter into and execute, on behalf of Dublin, this Agreement with the Township to furnish such communication services; and

WHEREAS, the Township Trustees by Motion passed _____, 2013 authorized the Township Trustees to enter into and execute, on behalf of the Township, 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 the Township witnesseth.

I. PUBLIC SAFETY COMMUNICATION SERVICES

A. The Township 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 Township Fire Department. Communication Services shall include, but not be limited to:

(1) Fire and emergency medical service 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 the Township access to Dublin's computer aided dispatch ("CAD") network for the purpose of accessing CAD call reports. This access shall be available at all Township stations; and

(3) Providing Dublin CAD printout to each Township station for each call for service received by Dublin; and

(4) Representing the Township at all Franklin County E-911 PSAP meetings; and

(5) Maintaining the E-911 master street address guide for all areas located in the Township; 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 the Township 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 Township Fire Department in accordance with generally acceptable procedures for dispatching and in accordance with such procedures prescribed by the Township Fire Department and/or Dublin, such procedures may be amended from time to time in writing by the Parties; and

(3) Dublin shall answer the Township fire/EMS radio and communicate the message or internal requests to the Township Fire Department in accordance with generally acceptable procedures for dispatching and in accordance with such procedures prescribed by the Township Fire

Department 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 Township Fire Department in accordance with written procedures prescribed by the Township Fire Department; 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 on scene Incident Dispatch Team services for large scale emergency events whenever possible when requested by the Township.

II. STAFFING

A. Dublin and the Township shall routinely prescribe dispatching procedures in, respectively, the Dublin communication center policies and procedures and the Township fire/EMS dispatching guidelines.

B. The Township is solely responsible for providing fire and other emergency services for the residents, public officials, business entities and other individuals in the Township. The Township, at its sole discretion, is responsible for determining the proper allocation of the equipment, personnel and all other resources for providing fire 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 the Township 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 the Township 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 the Township with its five-year capital improvement plan and budget on a yearly basis, and any mid-year amendments or supplements thereto.

C. The Township, at its sole expense, shall assume all responsibility for the Township mobile radio equipment and shall pay any expenses, fees or other charges required to render it compatible so that the Township equipment will properly interface with the Dublin dispatch center.

IV. PAYMENT

A. For the period beginning on October 1, 2013 and ending on December 31, 2013, the Township agrees to pay Dublin a sum equal to Ninety Six Thousand and Thirty Nine Dollars and Zero Cents ($96,039.00) for Dispatching Communication Services. An invoice for this initial period shall be billed upon execution of this Agreement and shall be paid by October 15, 2013.

B. The Parties agree that payment for the services beginning on January 1, 2014 shall be based upon an annual draft joint dispatch budget ("Joint Dispatch Budget") that will be prepared by Dublin no later than October 1st 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 1st of the previous year and ending on June 30th of the current year.

C. Invoices for the annual costs as determined by the Joint Dispatch Budget shall be billed biannually for the upcoming year. The invoice for the first half of the year shall be paid by January 31st and the invoice for the second half of the year shall be paid by June 30th.

D. Invoices for additional personnel for Township 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, the Township will notify Dublin of any planned special events thirty (30) days in advance. If extra personnel are requested by the Township to handle the workload of the event, the Township 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 October 1, 2013 and end on December 31, 2016 unless otherwise terminated earlier, as provided for herein. Dublin and the Township 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 the Township 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 the Township, as the services provided herein are not a market commodity that the Township can easily replace. Upon disapproving an extension, Dublin shall work with the Township so that it can transition to a new Dispatching Communication Services provider in a professional and efficient manner. Dublin agrees to provide the Township 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 Norwich Township is an "Additional Insured."

B. The Township 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 the Township to Dublin for the Communication Services shall be as appropriated and authorized legislatively by the Township Trustees.

E. The financial obligations of the Township under this Agreement are expressly subject to future resolutions of the Township Trustees appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations. Those obligations of the Township are also subject to the certification of the Township Fiscal Officer under Section 5705.41 of the Revised Code.

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

CITY OF DUBLIN, OHIO

By:_____
Marsha I. Grigsby, City Manager

NORWICH TOWNSHIP, OHIO

By:_____
Larry Earman, Trustee

By:_____
Chuck Buck, Trustee

By:_____
Tim Roberts, Trustee

Approved as to form:

By:_____
Stephen J. Smith, Law Director

By:_____