

Introduced by: Mrs. Coontz

Dispense with the Three Readings

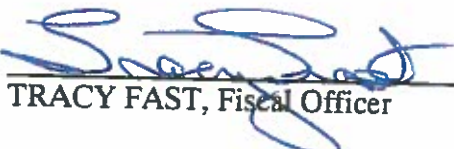
A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE SOLICITOR TO ENTER
INTO AN AGREEMENT WITH THE CITY OF GREEN, OHIO FOR FIRE DISPATCHING
SERVICES

Now Therefore Be it Resolved by the Council of the Village of Lakemore, Ohio:

- Section 1:** The Mayor and Village Solicitor are authorized to enter into an agreement with the City of Green, Ohio for Fire Dispatching Services. This agreement will be for a period commencing January 1, 2017, and ending December 31, 2018.
- Section 2:** The City of Green, Ohio, will provide emergency fire and medical dispatching service to Lakemore for calls which are received by the City of Green, Ohio which originate in the Village of Lakemore on a twenty-four (24) hour, seven (7) day per week basis.
- Section 3:** A copy of this agreement is attached hereto and made part hereof as if fully rewritten herein.
- Section 4:** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the citizens of the Village of Lakemore, Ohio, for the reason that the service is necessary for the continued operation of the Village of Lakemore. Therefore, this Ordinance shall go into effect immediately.

Passed: July 3, 2017

ATTEST:


TRACY FAST, Fiscal Officer


RICK JUSTICE, Mayor

I, Tracy Fast, Fiscal Officer of the Village of Lakemore, do hereby certify that the foregoing Resolution No. 6726-2017 was duly adopted by Council at its regular meeting held on July 3, 2017.




TRACY FAST, Fiscal Officer

DISPATCH SERVICE AGREEMENT

THIS AGREEMENT is made by and between the City of Green, Ohio (hereinafter referred to as "GREEN") and the Village of Lakemore, Ohio (hereinafter referred to as "LAKEMORE") effective January 1st, 2017.

ARTICLE I.

Authorization to Provide Dispatching Services.

GREEN shall provide emergency fire and medical dispatching services to LAKEMORE for calls which are received by Green which originate in LAKEMORE on a twenty four (24) hour, seven (7) day per week basis.

ARTICLE II.

Term.

This Agreement shall be for a period commencing January 1st, 2017 and ending December 31st, 2018. This Agreement may be terminated by either party upon one-hundred eighty (180) days written notice of the intent to terminate. Should this Agreement be terminated prior to December 31st, 2018, the dispatch fee will be prorated for the period of time GREEN continued to provide dispatch services in the year the Agreement terminated.

ARTICLE III.

Fees.

1. LAKEMORE shall pay to the GREEN, as a fee for the dispatching services to be provided by the GREEN, according to the following schedule:

| | |
|---|----------------------|
| January 1st, 2017 thru December 31 st , 2017 | \$21,320.00 per year |
| January 1st, 2018 thru December 31 st , 2018 | \$23,400.00 per year |
| | |
| | |
| | |

2. GREEN will assign an alarm number to each alarm that is dispatched to LAKEMORE fire department. This alarm numbering system will be used by both GREEN and LAKEMORE for activity tracking purposes.
3. GREEN will invoice LAKEMORE on June 30th and December 31st each year for the previous 6 month period. LAKEMORE shall make payment to GREEN within thirty (30) days following receipt of the invoice.

ARTICLE IV.

Dispatch Center.

1. GREEN will maintain the equipment necessary to provide emergency fire and emergency medical dispatching services to LAKEMORE as follows: (a) 800 Mhz radio console; (b) computer aided dispatch equipment (CAD); (c) 9-1-1 PSAP ANI/ALI equipment; (d) necessary emergency line telephone equipment; and (e) alpha-numeric paging capabilities.
2. The cost of adding additional proprietary communication equipment, if any, which may be requested and/or required for GREEN to provide dispatching services, including but not limited to the installation/maintenance of proprietary telephone lines and/or the installation/maintenance of 9-1-1 services and/or procurement of CAD geo-database data proprietary to LAKEMORE shall be borne by LAKEMORE. Any such additional proprietary communication equipment shall be documented in an amendment to this Agreement.
 - a. GREEN reserves the right to deny the addition of radio and/or communication equipment to be added to the dispatch center should this interfere with existing radio and/or communication equipment in the dispatch center, and/or should said addition require additional dispatch resources.
 - b. It is understood that any additional proprietary communication equipment owned by LAKEMORE which is placed in the dispatch center shall remain the property of LAKEMORE and will not be removed from GREEN facilities except for purposes of returning them to LAKEMORE permanently, or for any necessary repairs or maintenance of the equipment.
 - c. LAKEMORE agrees to maintain adequate insurance on and pay for the cost of repair and maintenance of the additional proprietary communication equipment that is used exclusively by LAKEMORE.
 - d. The placing of additional proprietary equipment in GREEN's dispatch center by LAKEMORE is not, and shall not be deemed a lending of the financial capacity of LAKEMORE to GREEN. GREEN will not report such equipment as its assets or in any way rely upon credit from LAKEMORE in any of its business dealings, GREEN will affirmatively represent itself as an entity separate from LAKEMORE.

ARTICLE V.

Tie-In Authorization/Emergency Phone Lines.

1. LAKEMORE agrees to authorize GREEN to inter-connect radio and related communication equipment onto GREEN's radio and telephone equipment panels so that it may receive emergency calls on behalf of LAKEMORE which have not originated via the 9-1-1 system, and/or in the event the 9-1-1 system fails.
2. Emergency calls shall be received and communicated by GREEN to the appropriate emergency organization in accordance with the information supplied by the person(s) making the call, and as designated by LAKEMORE.
3. LAKEMORE agrees to maintain, at no cost to the GREEN, a virgin fire department emergency telephone line at its station to be used in the event that the emergency line(s)

in GREEN's dispatch center or 9-1-1 lines become compromised.

ARTICLE VI.

800 Mhz Radio System - Talk Groups.

1. GREEN will utilize specific pre-assigned talk groups on the Summit County 800 Mhz Radio System to facilitate radio communications by and between GREEN and LAKEMORE and other entities which have contracted with GREEN for similar dispatching services.
2. LAKEMORE recognizes that standardized dispatching procedures are a necessity for GREEN to operate a multi-jurisdictional emergency fire and EMS dispatching service. GREEN reserves the right to manage and control the use of several "restricted use" talk-groups to facilitate its dispatching operation. LAKEMORE agrees to use the restricted use talk-groups in the manner designated by GREEN.
3. In order to facilitate efficient dispatching operations for both LAKEMORE, and for all other entities which may have contracted with GREEN for similar dispatching services, GREEN and LAKEMORE agree to abide by customary radio communication protocols and standard operational response policies and the Summit County Akron Regional Radio System Users Group agreements.

ARTICLE VII.

Records.

1. GREEN will maintain audio recordings of all "dispatch" talk-groups. GREEN will also attempt to maintain audio recording of fire ground talk groups during major alarms and/or at the request of LAKEMORE. LAKEMORE may be required to use a specific talk group to enable recording of radio traffic.
2. GREEN will maintain a written log of dispatch activities using electronic media (computerized word processing and/or CAD).
 - a. The log shall contain information which is customarily gathered by fire dispatch centers, including, but not limited to, the date and time of receipt of the alarm, the reported location, the alarm number, the time that LAKEMORE was alerted, the time that LAKEMORE'S responding unit(s) reported in route, the identification of the responding unit(s), the time the units reported on the scene and reported clear of the scene and/or in-service.
 - b. This commitment of maintaining audio and/or written records of radio transmissions is contingent on LAKEMORE operating on the dispatch talk-groups assigned by GREEN and/or as stipulated in operational response policies.

ARTICLE VIII.

Adoption of Resolution and Appropriate Funds.

GREEN and LAKEMORE agree to adopt all necessary resolutions/ordinances or other actions required to approve and enter into this Agreement.

ARTICLE IX.

Best Efforts.

1. GREEN will make every effort to correctly receive and communicate calls or requests for emergency services within LAKEMORE'S jurisdiction. When received and communication is available to GREEN, an appropriate notice will be given to LAKEMORE so that LAKEMORE can provide the necessary services in accordance with the call received by GREEN. LAKEMORE acknowledges that the dispatch services being provided by GREEN may be subject to equipment failure and/or breakdown or misinterpretation of the communication received.
2. LAKEMORE shall indemnify and hold GREEN harmless from all claims and liabilities of any type or nature to any person, firm or corporation arising from, resulting from or attributable to the work done under this Agreement by LAKEMORE itself or acting with others. No term of this Agreement shall be construed as attempting to make LAKEMORE responsible for negligence of GREEN or others or for any strict liability which may be imposed upon GREEN or others.

ARTICLE X.

Management Rights.

1. GREEN reserves the right to add, modify and/or rescind operational policies and/or make dispatch operation procedural changes as deemed necessary to facilitate management of its employees.
2. GREEN agrees to avoid making any changes which directly or indirectly affect LAKEMORE'S ability to provide emergency fire and/or medical services to their community without LAKEMORE'S prior approval.

ARTICLE XI.

Dispatch Operations.

GREEN and LAKEMORE agree to standardize services, where possible, by and between all participating entities to simplify dispatch operations and to enhance emergency services to the residents of all entities contracted with GREEN for emergency dispatch services.

ARTICLE XII.

Public Liability Insurance.

LAKEMORE shall have in effect at the time of the commencement of this Agreement and maintain throughout the term of this Agreement, at its own expense, public liability insurance coverage in the minimum sum of one million (\$1,000,000.00) dollars for each occurrence. GREEN shall have in effect at the time of the commencement of this Agreement and maintain throughout the term of this Agreement, at its own expense, public liability insurance coverage in the minimum sum of one million (\$1,000,000.00) dollars for each occurrence. Each policy shall not be canceled without first giving thirty (30) days written notice to the insured of the proposed cancellation. A copy of each applicable insurance policy shall be delivered to the other party within thirty (30) days of the execution of this Agreement. Each party shall notify the other immediately upon receipt of a cancellation notice or any material changes with respect to said public liability insurance coverage maintained by the party.

ARTICLE XIII.

Waiver of Subrogation.

Each party mutually agrees to waive any right of subrogation of any insurance loss against the other party arising from the dispatch services provided pursuant to this Agreement, provided that said waiver does not violate the terms and conditions of the insurance policy covering such claim.

ARTICLE XIV.

Entire Agreement.

This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

ARTICLE XV.

Governing Law.

The parties expressly agree that this Agreement shall be governed by, and construed in accordance with the Laws of the State of Ohio. Chapter 2744 of the Ohio Revised Code applies to fire protection services rendered by GREEN, LAKEMORE, and their fire department personnel pursuant to this Agreement. Further, all defenses and immunities available to either party at law shall apply to service rendered under this Agreement and the provisions of this Agreement shall not inure to the benefit of third parties.

ARTICLE XVI.

Alternate Dispute Resolutions.

If a dispute arises between the parties regarding the terms and/or obligations of this Agreement, that dispute shall be decided by a single arbitrator, appointed by the Summit County Common Pleas Court, pursuant to Chapter 2711 of the Ohio Revised Code. The parties agree that the decision of the arbitrator shall be final and binding.

ARTICLE XVII.

Captions.

The captions of this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any other provisions of this Agreement.

ARTICLE XIII.

Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ARTICLE XIX.

Severability.

If any one or more of the provisions contained in this Agreement or in any document signed in connection with this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained

in this Agreement shall not, in any way, be affected or impaired; provided, however, that in such case the parties shall use their best efforts to achieve the purpose of the invalid provision.

ARTICLE XX.

Waiver.

No failure on the part of a party to exercise and no delay in exercising any right, power or remedy under this Agreement, shall operate as a waiver of any term of this Agreement: nor shall any single or partial exercise of any such right, power or remedy by a party preclude any other or further exercise any right, power or remedy available at law or in equity.

ARTICLE XXI.

Notices

All notices, certificates, requests, demands or other communications under this Agreement shall be in writing and may be personally served or sent by telefax or certified/registered mail. All such notices, certificates, requests, demands or other communications shall be delivered to the party at the following addresses:

City of Green

City of Green Division of Fire
Attention: Chief Jeff Funai
P.O.Box 278
Green, Ohio 44232-0278
(with a copy to the Director of Law
At the same address)

Village of Lakemore

Village of Lakemore
Attention: Brett Reinbolt
1400 Main Street
Lakemore, Ohio 44250
(with a copy to the Director of Law
at the same address)

ARTICLE XXII.

Time is of the Essence.

Time is of the essence of this Agreement.

ARTICLE XXIII.

Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

ARTICLE XXIV.

Electronic Signatures.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

ARTICLE XXV.

Execution.

This Agreement is not binding upon the City unless executed in full, and is signed by the Mayor of the City.

ARTICLE XXVI.

Definitions.

As used in the Agreement, the following terms have the meaning as set forth in this Article, unless the context clearly indicates otherwise.

ACTIVITY LOG

A chronological record of alarm related data commonly captured by emergency dispatch centers, including the date and time of alarm, location, nature and pertinent radio transmissions of

resources assigned to respond to an alarm.

ALARM

The term "alarm" is used to identify a request for either emergency services and/or non-emergency services commonly provided by a fire department and routinely assigned a tracking number by fire departments (referred to as the "Alarm Number"). Alarms are generated upon receipt of notification of a need for the fire departments services via 9-1-1, or other emergency phone line(s).

ALARM NUMBER

A chronological tracking number assigned to emergency and/or non-emergency service requests. The Alarm Number will be used as a means of determining dispatch service fees by GREEN.

ALPHA-NUMERIC PAGING

Computerized paging which is capable of transmitting both alphabetical and numeric messages. As used in this Agreement, the provision to provide alpha-numeric paging includes notification of emergency alarms, notification(s) of the need for off-duty personnel to return to work to supplement response coverage to an alarm, and notification of administrative/supervisory personnel of incidents which require their immediate attention.

ANI/ALI

Automatic Number Identification/ Automatic Location Identifier. Automatic Number Identification (ANI) and Automatic Location Identifier (ALI) are applications designed to complement a recorder system in specific applications. GREEN uses the ANI/ALI equipment to enhance the 9-1-1 system.

CAD

A configurable Computer Aided Dispatch system providing complete resource and incident management for multi-agency environments. CAD provides dispatchers with both graphical drag-and-drop and command-line control that increases dispatcher efficiency and accuracy. CAD's comprehensive and flexible user interface saves time for mission critical operations.

DISPATCHED

The term "dispatched" includes the process of receiving a request for emergency or non-emergency services from the reporting party, transmitting a signal to the appropriate fire department/station to initiate a response and the process of notifying the appropriate fire department and relaying pertinent information regarding the alarm.

DISPATCH TALK GROUP(S)

Dispatch Talk Group(s) are identified as the talk groups used by response personnel to communicate with each other and with dispatch while on emergency alarms. GREEN will maintain a minimum of three (3) dispatch talk groups which shall be shared by all fire departments contracting with GREEN for emergency dispatch services.

EMS

Emergency Medical Services. Includes response and activities related to providing emergency medical care to patients.

FIRE GROUND TALK GROUPS

Fire ground talk groups are talk groups that have been designated to be used by and between response personnel on alarms that require patent communications, increased volume of communications and/or shared communications such as on structure fires, extrications, rescues, mass casualty incidents, etc. Typically these talk groups are used when mutual aid responses have been initiated. Each entity will be assigned a default fire ground talk group which may be used at the discretion of the agency.

GIS DATA-BASE INFORMATION

Geographical Information System data which is downloaded or entered into the CAD data-base for mapping purposes. For purposes of this Agreement, this term is also used to identify similar data such as unit identification numbers and information pertaining to personnel who may be needed to operate certain modules of the CAD system.

KNOX BOX ACTIVATION

The act of transmitting a signal over an 800 Mhz radio talk group which is received by a lockable storage box installed in response vehicles. The signal "activates" the locking mechanism and unlocks the box. GREEN may assign specific talk group(s) to be used for this purpose.

OPERATIONAL POLICIES

Policy implemented by GREEN which include, but are not limited to, governing the work force, maintaining the effectiveness of the dispatch operation to guarantee the services GREEN has agreed to provide LAKEMORE.

STANDARD OPERATING PROCEDURES/ POLICIES

Policy, procedures and/or guidelines which include, but are not limited to, standardization of dispatch methods, common response activities, common terminology, radio communication protocols, notification procedures, alerting methods, radio talk group assignment and mutual aid activities.

PROPRIETARY COMMUNICATION EQUIPMENT

Telecommunication equipment that is not needed for GREEN to provide dispatch services to other entities, but which is required in order to provide dispatch related services that are unique to one community.

PSAP

Public Safety Answering Point. The regional system is coordinated through a number of committees and task forces comprised of representatives of local governments. The system is served by public safety answering points ("PSAPs") operated by government agencies. The City of Green is one of the regional Public Safety Answering Points receiving 9-1-1 information which is transferred through the Summit County Sheriff's Office PSAP.

RADIO COMMUNICATION PROTOCOLS

Protocols established to limit and control the volume of radio traffic on specific talk groups. Typically, these protocols are common and customary practices employed by the fire service in general.

RESTRICTED USE TALK GROUPS

Talk groups which are shared by more than one entity the use of which is restricted. Use of these talk groups is limited to specific types of radio traffic. Restrictions are placed on talk groups to prevent unnecessary radio traffic in order to facilitate multiple agency use of common talk groups and to facilitate controlling emergency radio traffic from multiple response units.

STANDARDIZATION OF SERVICES

The systematic combination of similar practices of separate entities into a standard that can then be applied unilaterally to all entities.

TALK GROUP

A radio talk group is synonymous with a radio "channel". Radios have numerous talk groups, or channels, which can be manipulated by the user with respect to who they want to talk to or listen to.

VIRGIN FIRE DEPARTMENT EMERGENCY TELEPHONE LINE

The telephone line/number published as the number for the general public to call in the event of an emergency requiring the response of the fire department. This number shall be listed under the entities governmental telephone numbers in the telephone directory

IN WITNESS WHEREOF, the parties have set their hands this 3rd day of July, 2017.

Approved as to form:

Gerard M. Neugebauer, Mayor
City of Green

Diane A. Calta, Law Director
City of Green



Rick Justice, Mayor
Village of Lakemore

Approved as to form:



Law Director