

**ORDINANCE C-66-09**

**AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH JACKSON TOWNSHIP FOR DISPATCHING AND COMMUNICATION SERVICES**

WHEREAS, the City of Grove City has provided dispatching and communication services for Jackson Township and the Jackson Township Fire Department since 1986; and

WHEREAS, the City and the Township desire to enter into a written agreement to provide these services for the years 2009-2013; and

WHEREAS, on August 18, 2009, the Township approved this Agreement by Resolution 2009-94; and

WHEREAS, the City is able to furnish to the Township dispatch and communication services and it is in the best interests of the City to do so.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

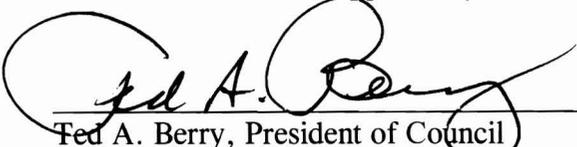
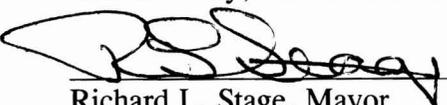
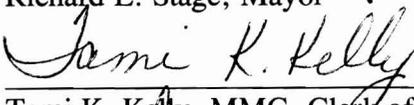
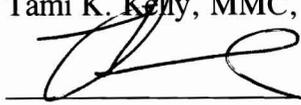
SECTION 1. The City Administrator is hereby authorized to execute the Dispatching and Communication services agreement attached hereto and made a part of hereof.

SECTION 2. This ordinance shall take effect and be in force at the earliest opportunity allowed by law.

Passed: 9-21-09  
Effective: 10-21-09

Attest:

I certify that this Ordinance is correct as to form.

  
\_\_\_\_\_  
Ted A. Berry, President of Council  
  
\_\_\_\_\_  
Richard L. Stage, Mayor  
  
\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council  
  
\_\_\_\_\_  
Stephen J. Smith, Director of Law

C-66-09

**AGREEMENT**

Agreement to provide communication services ("Agreement") for the Jackson Township ("Township") Fire Department by the City of Grove City ("City") is made and entered into on this the 19<sup>th</sup> day of August, 2009, by and between the City, an Ohio Municipal Corporation, and the Township, an Ohio Political Subdivision.

**WHEREAS**, the Township desires to contract for communication services for the Township Fire Department; and

**WHEREAS**, the City and Township are contiguous; and

**WHEREAS**, the City is able to furnish to the Township such communication services and it is in the best interests of the City to do so; and

**NOW, THEREFORE**, made and entered into this the 19<sup>th</sup> day of August 2009, by and between the Township and the City witnesseth.

- I. The City shall furnish to the Township the facilities, personnel and equipment for the purpose of providing communication services ("Communication Services") to the Township Fire Department. Communication Services shall include, but not be limited to:
  - 1) Providing the Township access to the City's computer aided dispatch ("CAD") network for the purpose of accessing CAD call reports. This access shall be available at all Township stations; and
  - 2) Providing the Township a CAD printout to each Township station for each call for service received by the City by request; and
  - 3) Representing the Township at all Franklin County E9-1-1 PSAP Manager meetings; and
  - 4) Maintaining the E9-1-1 master street address guide for all areas located in the Township; and
  - 5) Performing other services as may from time to time be mutually agreed by the parties.
- II. Additionally, the parties agree as follows:
  - (1) The City shall provide the equipment and personnel necessary to provide twenty-four (24) hour a day and seven (7) day a week Communication Services for the Township Fire Department; and
  - (2) The City 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

- (3) The City shall maintain a written and/or electronic log of all communications referred to in Section II(2) above. The Township shall have electronic access to these communication logs; and
  - (4) Dispatching shall be performed only by qualified individuals hired by the City; and
  - (5) The City shall endeavor to schedule a minimum of two (2) dispatchers at all times. Both parties recognize that the City is under no obligation to assign either dispatcher to exclusively perform dispatch duties under this Agreement and that there is no penalty upon the City for failing to meet this recommended staffing minimum; and
  - (6) The City will 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; and
  - (7) 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 800 mhz equipment will properly interface with the City dispatch center and the Township shall provide notification to the City of any programming or equipment changes made or updates to programming or equipment; and the Township agrees that the programming and template for their 800 mhz radios shall be consistent in their compatibility with the City and the Township agrees that it shall not share the "system key" for programming its 800 mhz radios with any other agency without the City's written permission; and
  - (8) If any addition of mobile data computers by the Township results in an increase in software costs for the City's dispatch center, the Township agrees to reimburse the City for those costs; and
  - (9) The City, at its expense, shall maintain the central dispatch computer and other City equipment; and
  - (10) The Township may have access to the City's system for the purpose making changes to the run assignments; and
  - (11) Dispatchers shall be certified, receive updated training and shall maintain all certifications; and
- III. 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.

- IV. The City shall have sole discretion and oversight in determining the appropriate allocation of equipment, personnel and all other resources for providing Communication Services under this Agreement.
- V. As consideration for the aforementioned services to be provided by the City to the Township pursuant to this Agreement, the Township shall pay the City as follows:
- 1) For the calendar years, 2009, 2010, and 2011, the Township shall pay to the City, \$150,000 annually for such dispatching and radio services;
  - 2) Beginning January 1, 2012 and continuing through December 31, 2013, the township shall pay to the City, \$159,000 annually for such dispatching and radio services;
  - 3) Township payments to the City shall be made quarterly.
- VI. This Agreement shall be for a period of five (5) years commencing on January 1, 2009 and ending on December 31, 2013 unless otherwise terminated earlier, as provided for herein. The City and Township may terminate this Agreement, without penalty or obligation, at the expiration of its original term or any extension thereof.
- VII. 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.
- VIII. This Agreement may be renewed or extended for an additional three year period upon mutual agreement of the parties, pursuant to the following process:
- 1) If Township seeks an extension of the term of this Agreement it shall submit, in writing, a request to the City to extend this Agreement at least one hundred and eighty (180) days prior to the expiration of original term and/or any previously approved extension.
  - 2) The City shall be required to approve or disapprove, in writing, any request for an extension within ninety (90) days of receipt.
- IX. If this Agreement is extended for an additional three (3) year term pursuant to Section VIII hereunder, the City and Township shall mutually agree upon an updated payment amount.
- X. Either party, at its sole discretion, shall have the right upon one hundred eighty (180) days written notice to terminate this Agreement without penalty.

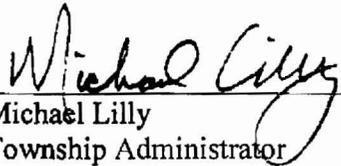
- XI. In the event of a breach of any provision of this Agreement, either party may terminate this Agreement, if following written notice to the breaching party, said breaching party fails to immediately attempt to remedy such material breach.
- XII. It is understood and agreed that this Agreement may 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.
- XIII. 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.

**IN WITNESS WHEREOF**, the City of Grove City and Jackson Township have set their hands by their authorized representatives the day and year first written above.

CITY OF GROVE CITY, OHIO

JACKSON TOWNSHIP, OHIO

By: \_\_\_\_\_  
Phil Honsey  
City Administrator

By:   
Michael Lilly  
Township Administrator

Approved as to form:

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

By: 