

BRUNSWICK CITY SAFETY & ENVIRONMENT COMMITTEE

Agenda JANUARY 7, 2019 6:00 PM In Caucus Room

1. Discussion Items
 - (a) Discussion to approve a 3-year contract with Brunswick Hills Township for dispatch services.
 - (b) To discuss a timeline for consideration of placing the safety levy on the ballot.
2. General Discussion
3. Adjournment

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 01/07/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Brian Ohlin

COPY: Mayor Ron Falconi

MOTION: Discussion to approve a 3-year contract with Brunswick Hills Township for dispatch services.

BACKGROUND: Brunswick Hills Township Board of Trustees have voted to renew a 3 year contract with the city to provide dispatch services for police and fire/EMS.

PURPOSE AND EXPLANATION: A 3 year contract with Brunswick Hills Township to provide dispatch services.

IMPLEMENTATION SCHEDULE: Effective 1/1/19.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: None

RECOMMENDED ACTION: The previous contract expired on 12/31/18 so it is recommended that this be adopted effective immediately.

ADDITIONAL INFORMATION:

AGREEMENT FOR DISPATCH SERVICES

THIS AGREEMENT FOR DISPATCH SERVICES (the "Agreement") is entered into by and between the City of Brunswick (the "City") and Brunswick Hills Township (the "Township").

WHEREAS, on or about January 1, 2016, the parties hereto entered into an Agreement for Dispatch Services for a three (3) year period up to and including December 31, 2018.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agrees as follows:

- 1) **Term.** This Agreement shall be for a term of three (3) years from January 1, 2019 (the "Effective Date") except as otherwise terminated as provided herein.
- 2) **City Responsibilities.** The City shall provide at its communication center, for the benefit of the residents of the area governed by the Township, such radio, telephone and other communications facilities as are, in the opinion of the City, necessary for the proper and efficient dispatch of safety and emergency services of the Township, including the following:
 - a) Receive phone calls for the Township's police and fire services, notify proper Township departments of pertinent data, and keep and maintain written documentation for each call generating a response identifying, to the extent available, the complainant, incident location, call type and related times.
 - b) Provide teletype access/information to the Township provided a signed LEADS agreement for service has been provided. This includes entering wanted persons, provided there is a copy of the warrant on file with the Township, stolen vehicles, articles, guns, etc., provided proper validation procedures are followed. In all teletype matters, LEADS/NCIC policies and restrictions will be followed. Printouts of all teletypes requested by a Township department will be provided in a mailbox in the communication center.
 - c) Provide paging services (not including pagers or monthly service fees) for Township safety personnel.
 - d) Review peak times for emergency call volume and, at the sole and absolute discretion of the City, adjust staffing accordingly.
 - e) Implement a formal reporting/request process to request information, offer compliments about staff performance, or to request staff performance review. This form will detail how the request was handled and include a disposition for future reference.
- 3) **Township Responsibilities.** The Township agrees to the following:

- a) Submit a complete list of all licensed, compatible equipment to be used at the communication center, subject to the City's approval.
 - b) Conform to proper radio procedures, use standard codes and signals as determined by the City and comply with all applicable laws, rules and regulations, including applicable FCC rules and regulations.
 - c) Provide the City with: (i) its personnel roster and duty schedules; (ii) emergency business listings; (iii) information on new roads, mobile home parks, businesses, Township utilities, personnel and courts and current Fire Division MABAS plans; and (iv) such other information as reasonably requested by the City.
 - d) Pick-up teletype printouts on a weekly basis.
 - e) Submit written procedures to be followed when: (i) the Township Police Division does not have a police unit on patrol; and/or (ii) the Township Fire Division is not staffed by a person in charge or has limited manpower or equipment available. Such written procedures shall include emergency contact information for each Division.
- 4) **Dispatch Advisory Committee.** A dispatch advisory committee consisting of one administrative officer from each of the police and fire agencies of the City and Township shall be established and shall meet quarterly to review operations.
- 5) **Compensation.** The Township shall pay the City the following for services provided pursuant to this Agreement:
- a) Year 1 - \$70,039.72
 - b) Year 2 - \$71,440.51.
 - c) Year 3 - \$72,869.32.

The amounts due under this Agreement shall be paid in full by the Township within thirty (30) calendar days of receipt of an annual invoice from the City.

In the event of termination by the City (with cause) or by the Township (without cause), the annual amount paid or to be paid hereunder for the then current year shall become fully non-refundable to Township or shall otherwise remain an obligation of the Township. In the event of termination by the City (without cause) or by the Township (with cause), the annual amount paid hereunder and actually received by the City for the then current year shall be reimbursed to the Township on a pro-rata basis.

- 6) **Default.** In the event of a material default by either party in the performance of its obligations hereunder, the non-defaulting party shall deliver to the other party written notice setting forth the nature of the default. The defaulting party shall have thirty (30) calendar days to cure the default. If the default is not cured to the satisfaction of the non-

defaulting party within such thirty (30) calendar day period, the non-defaulting party may terminate this Agreement.

- 7) **Termination.** This Agreement may be terminated without cause by either party upon ninety (90) days prior written notice.
- 8) **Assignment.** This Agreement is not assignable without the prior written consent of both parties hereto.
- 9) **Miscellaneous.** This Agreement shall be governed by the laws of the State of Ohio. This Agreement contains the entire agreement between the parties and any amendment hereto shall be mutually agreed upon in writing by the parties hereto.
- 10) **Notices.** All notices which either party hereto may give shall be addressed, in the case of the City, as follows:

The City of Brunswick
Attn: City Manager
4095 Center Road
Brunswick, Ohio 44212

And in the case of the Township, as follows:

Brunswick Hills Township
Attn: Fiscal Officer
1918 Pearl Road
Brunswick, Ohio 44212

Such notices shall be delivered personally or sent by certified mail to the above addresses, or such other addresses as either party may direct.

- 11) **Termination of January 1, 2016 Agreement for Dispatch Services.** Upon the Effective Date of this Agreement, the Agreement for Dispatch Services previously entered into between the parties hereto on or about January 1, 2016 shall terminate pursuant to its terms at 12:01 a.m. on January 1, 2019 and be of no further force of effect whatsoever.

Nothing in this Agreement shall be deemed to waive any amounts due and owing the City pursuant to the January 1, 2016 Agreement for Dispatch Services due and owing thereunder, which shall be paid by the Township within thirty (30) calendar days of receipt of an invoice from the City.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement for Dispatch Services as of the dates indicated below.

CITY OF BRUNSWICK

BRUNSWICK HILLS TOWNSHIP

Carl S. DeForest, City Manager

Date: _____

Christina Kusnerak, Trustee

Date: _____

Michael Esber, Trustee

Date: _____

John Witthuhn, Trustee

Date: _____

Approved as to form:



Kenneth J. Fisher, Law Director

Approved as to form:

By: _____

Title: _____