

**AGREEMENT TO ESTABLISH CONSOLIDATED COMMUNICATIONS
CENTER IN PARMA, OHIO**

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms agreed upon, for police protection services; and

WHEREAS, there is a need for and will be a significant benefit derived from, a consolidation of the dispatching of public safety forces of the cities of Parma and Brooklyn.

WHEREAS, the two cities are interested in combining their respective resources into a joint venture to consolidate two Public Safety Answering Points (PSAPs) and providing for the effective and efficient operation of such a venture; and

NOW THEREFORE BE IT AGREED by the City of Parma (Parma) and the City of Brooklyn (Brooklyn) to enter into a Cooperative Agreement (Agreement) to provide for the acquisition, equipping, operation and maintenance of a consolidated communications center (Com Center) according to the following terms and conditions:

ARTICLE I Public Safety Dispatch Services

A. DURATION OF AGREEMENT

This Agreement shall commence on or near August 1, 2015 and continue for three years and further pursuant to Article II.

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide a method to fund the equipping, operation and maintenance of the consolidated Com Center to improve cost-effectiveness of operations and public safety in general. Parma agrees to dispatch Brooklyn Police and Fire Department calls on a twenty-four (24) hour basis to authorized personnel of the Brooklyn Police and Fire Departments and other public safety resources (such as animal control, traffic division) and to provide communication support and services/systems directly related to that function.

C. ESTABLISHMENT OF THE CENTER

The operations of the Com Center will be directed by Parma. Two advisory boards will be created – an Executive Advisory Board and an Operational Advisory Board. The Executive Advisory Board will be composed of the mayors and public safety directors, or their designees, of all community members of the consolidated Com Center and the Operational Advisory Board will be made up of the police and fire chiefs of each member community.



The City of Parma shall be responsible for establishing and maintaining a budget for the Com Center, taking into consideration recommendations from appropriate advisory boards.

1. FACILITY – Parma will be responsible for providing a suitable space for the efficient operation of the Com Center. Parma will retain ownership and be responsible for ongoing maintenance of the building.

2. EQUIPMENT – All equipment needed to commence operation of the Com Center will be acquired by Parma. A review of existing Brooklyn equipment will be completed and incorporating any Brooklyn equipment into the new Com Center will be at the discretion of Parma.

Brooklyn will provide and be responsible for all necessary equipment to receive dispatch services in the field including radios, mobile data terminals, video cameras and any other communication equipment. Brooklyn acknowledges that Parma may incur additional costs in the future for upgrading, repairing or replacing com center equipment that benefits Brooklyn.

The parties agree that notice of non-emergency capital expenditures which may impact Brooklyn shall be provided ninety (90) days prior to implementation.

The parties mutually agree that Brooklyn's share of an authorized capital expenditure shall not exceed 15% of the proposed capital expenditure. In the event that additional municipalities join the system the parties agree to re-negotiate Brooklyn's share of future capital expenses.

Brooklyn will be solely responsible for all user fees for such services as LEADS, CAD, and RMS.

3. PERSONNEL – Parma will seek recommendations from the advisory boards to establish the requirements for the position of Com Center director. Parma will seek to retain employment of current dispatch personnel according to bargaining unit and Parma Civil Service requirements. Parma will have ultimate responsibility for the hiring and managing of Com Center personnel.

Brooklyn agrees that it will be solely responsible for undertaking arrangements to cause the de-certification of their current collective bargaining unit for dispatchers, if deemed necessary. Evidence of de-certification will be provided to Parma. Brooklyn will be solely responsible and liable for any claims, actions, grievances or legal issues arising under its collective bargaining agreement with its dispatchers and arising as a result of entering into this Agreement.

4. PAYMENT FOR DISPATCH SERVICES – Brooklyn, in consideration of the provision of dispatch services outlined herein, agrees to pay Parma the amount of Eighteen Thousand Dollars (\$18,000) for the first eleven months and Fourteen Thousand Dollars (\$14,000) for the twelfth month for a total annual fee of Two Hundred Twelve Thousand Dollars for the first year of operation.

The parties agree to meet directly and/or through the Executive Advisory Board by December 31st of each calendar year to evaluate the sufficiency of payments for future dispatch services and to discuss in good faith any proposed changes whether increases or decreases in user fees based on an operational cost analysis to include evaluation of costs distribution, changes in workloads, economies of scale and labor costs.

In any event, if workload volume directly related to Brooklyn increases to a point that additional staffing becomes necessary Parma may, but after consultation with Brooklyn, increase monthly fees, if announced by October 1st for the following calendar year. In the event that an increase in monthly fees becomes necessary the increase shall be capped at 15% of the proposed monthly fee increase.

Notwithstanding, the parties further agree that the foregoing monthly payments shall increase, as necessary, to cover any additional expenses including contractual wage increases, health insurance increases, and other personnel-related costs associated with Parma's cost of employing the additional dispatch personnel necessary to provide dispatch services to Brooklyn. Parma shall notify Brooklyn, in writing, of any proposed additional expenses at least ninety (90) days prior to the effective date of any increase in payment to Parma for dispatch services. In the event that an increase in monthly payments becomes necessary the increase shall be capped at 15% of the proposed monthly payment increase.

Should an additional city desire to consolidate dispatch services into the Parma center, all costs will be re-evaluated by the Executive Advisory Board on an operational cost basis.

5. PARMA DISPATCH CENTER RESPONSIBILITIES – Representatives of the three original municipalities have met to discuss Parma's dispatch responsibilities under this Agreement which are set forth in Exhibit A. It is mutually understood by the parties that additional modifications and/or revisions to this Exhibit may be required. The parties mutually agree to continue their discussions and agree to make the additional modifications and/or revisions by written addendum.

6. NO OBLIGATION TO RESPOND/NO LIABILITY – This Agreement is not intended to and shall not be construed to require Parma to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire or EMS basis, not to otherwise provide law enforcement services for events that occur in Brooklyn. In this regard, Parma shall have no liability or responsibility for the actions, errors, omissions or negligence of Brooklyn Police or Fire safety forces or service personnel in responding to dispatch calls taken through the dispatch center. Brooklyn shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Parma may render assistance in accordance with

Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services.

ARTICLE II Termination

TERM/TERMINATION – It is estimated that Parma will begin providing public safety services at twelve a.m. on August 1, 2015 or as soon thereafter as Parma reasonably determines that all training, staffing, systems and operational prerequisites are set in place and ready (“commencement of services date”). This Agreement shall remain in effect for an initial term of three (3) years but will renew automatically from year to year unless terminated upon six (6) months advance written notice by either party terminating the Agreement, with or without cause for any reason or no reason.

ARTICLE III Public Records

PUBLIC RECORDS – The parties agree and acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act and agree to coordinate with each other, in a timely manner, on responses to public record requests and with regard to determination of record retention schedules. Notwithstanding this provision, the parties agree that nothing in this Agreement shall be construed as limiting a party from responding to a public record request in accordance with Ohio law. Processes will be established to enable Brooklyn to obtain access to its recordings of radio and telephone traffic.

ARTICLE IV Notices

NOTICES

All notices required hereunder shall be in writing and delivered to the following address:

Parma: Mayor Tim DeGeeter
6611 Ridge Road
Parma, OH 44129

Brooklyn: Mayor Richard Albier
7619 Memphis Avenue
Brooklyn, Ohio 44144

ARTICLE V Certification of Funds

Ohio Revised Code Section 5705.41 requires Brooklyn to certify that the funds necessary to pay for this Agreement have been appropriated and either collected or are in the

process of collection. Brooklyn and Parma acknowledge and agree this Agreement may automatically renew, and does not provide for a specified final term or end date.

Brooklyn, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for Two Hundred Twelve Thousand Dollars (\$212,000) and shall re-certify this Agreement each year for such amounts as may be required to ensure its respective obligations under this Agreement. Upon obtaining the appropriation of additional funds the Agreement shall be re-certified by the Treasurer or Finance Director of Brooklyn and a copy of the additional certification shall be provided to Parma's Treasurer.

Failure to certify additional funds as required by this Agreement shall be grounds for immediate termination of this Agreement.

ARTICLE VI Miscellaneous Provisions

- A. Entire Agreement: This Agreement represents the entire and integrated agreement between Parma and Brooklyn concerning the within subject, and supersedes all prior negotiations, representations or agreements, either written or oral.
- B. Modification of Contract: 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 duly approved and authorized by each party's legislative authority in accordance with the laws of the State of Ohio and of each individual party.
- C. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- D. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the Dispatch Services without prior written express approval of the other party.
- E. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.
- F. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

G. Other Similar Agreements by Parma: Nothing in this Agreement is intended to nor shall it serve to in any way limit the sole and unfettered discretion of the City of Parma to contract with other municipalities, townships or political subdivisions for dispatch services and to establish appropriate fees for such purpose totally independent of the arrangement and fees determined for services provided under the within Agreement.

IN WITNESS WHEREOF, the parties executed this AGREEMENT as of the _____ day of _____, 2015.

CITY OF BROOKLYN
"Brooklyn"

CITY OF PARMA
"Parma"

Mayor Richard Balbier
City of Brooklyn

Mayor Tim DeGeeter
City of Parma

Approved as to form:

Approved as to form:

City of Brooklyn Law Department
Scott Claussen, Law Director
7619 Memphis Avenue
Brooklyn, OH 44144
(216) 351-2133

City of Parma Law Department
Timothy Dobeck, Law Director
6611 Ridge Road
Parma, OH 44129
(440) 885-8001

Parma Regional Dispatch Center (PRDC) Responsibilities

REV 1/22/15

OVERVIEW

Purpose: To identify those tasks which will be provided as part of the agreement with the Parma Regional Dispatch Center.

A Public Safety Communications Dispatcher receives incoming emergency (911) and non-emergency calls from both the public and Public Safety agencies.

Will operate LEADS terminal, computers, and other technology to insure the proper operation of the communication center. To include broadcasting Admin Messages. Hit Confirmations.

*the items will remain the responsibility of the local department, PHts/Brklyn.

DATA ENTRY

1. Records all pertinent information and dispatches police, fire, EMS field units to respond to emergency and non-emergency calls for service over a two way radio system.
2. Monitor and relay information received through LEADS tele-type system.
3. MVAs
 - a. Brooklyn: Log OH-1s filed with the department on a separate spreadsheet. Document the local information tracking number on the hardcopy of OH1. Local clerks will submit OH1s to State via mail.*
 - b. Once OH1 is approved by OIC, dispatch will classify in software that it is available for public release.*
 - c. Enter any Late MVA reports.*
 - d. Hit Skip letters.*
4. Citations
 - a. Traffic, enter in RMS. Separate copies and forward to other departments. (PHts-City Hall; Brklyn-Clerks/Chief's Secy)*
 - b. Criminal, enter in RMS. Separate copies and forward to other departments. (PHts- ?_____ ; Brklyn-Clerks/Chief's Secy)*
 - c. Parking, enter in RMS. Forward originals (PHts-_____ ; Brklyn-Clerks)*
5. Late damage to property and lost/stolen property reports.*
 - a. PRDC will make CAD entry
 - b. Brooklyn takes report.
6. Protection Orders
 - a. Enter
 - b. Remove

Parma Regional Dispatch Center (PRDC) Responsibilities

- c. Dispatch will verify as requested and maintain record both in hard copy and in LEADS.
 - d. PRDC will receive copy of TPOs from Parma Court and PRDC will fax or mail a copy of TPO to local department.
7. Tows
- a. Assign tow number and provide tow information to officer.
 - b. Make notation on tow record of any restrictions such as court only release, licensed driver, valid plates.
 - c. Enter into the RMS
 - d. Brooklyn PD will also enter their tows into LEADS
 - e. Proper documents signed and vehicle record update in tow file. If entered by PRDC, this would be entered in CODY and not in TAC for PHTS or BKLYN.
 - f. Local departments maintain hard copy of tow sheet.*
8. Warrants
- a. Hard copy of warrants to be stored at PRDC
 - b. Pack records
 - c. Enter
 - d. Remove/Cancellation
 - e. Dispatch will verify as requested and maintain record both in hard copy and in LEADS.
 - f. *LEADS* will have to modify current entries to include PRDC ORI.
 - g. PRDC will obtain warrants from Parma Muni Court
 - h. All warrants issued from Mayor's court will be delivered to PRDC
9. Update/Maintain Business and Emergency Contact file.
- a. Individual department will be responsible for obtaining updated contact information, done as usual, i.e. annually.*
 - b. Individual department will forward updated information on business contacts, Special Attentions, and Warnings to PRDC *on provide form.* *
 - c. PRDC will enter forwarded information in CODY.
10. Repossession/Private Tow file
- a. Document on file those vehicles that are towed from private property. Will be documented by CAD entry.
 - b. Individual department will obtain copy of repo order and copy of driver's license of tow operator. These records will be maintained at individual department. *

CLERICAL

- 1. Incident Reports*

Parma Regional Dispatch Center (PRDC) Responsibilities

- a. Make copy of reports and associated paperwork and attach to citation or summons and forwards all to court. Originals are forwarded to Bureau.
 - b. Filing of reports and all other business related documents.
 - c. For Domestic Violence reports, Dispatch makes copy of report for court and sends original to Bureau. Citation/Summons is sent to patrol OIC.
 - d. DUIAs-Make copy of report and attaches it to citation. Make copies of BMV 2255, 5 day hearing waiver, tow card, booking card, and filed with original report. Original is sent to Bureau.
2. Complete Bond forms and receipts. Accept bond payment.*
 3. Accept citation fines*
 4. Overweight Vehicle Permits*
 - a. Send letters
 - b. Accept payment
 - c. Issue permits
 - d. Maintain documentation/file
 5. Solicitor Permits*
 - a. Accept payment
 - b. Issue payment (once approved)
 - c. Maintain documentation/file
 6. Fulfill public records requests*
 - a. Individual requests
 - b. Insurance Company requests
 - c. Standing order requests for MVAs-file maintained on a weekly basis.
 - d. Maintain file of those requests filled.
 - e. *Parma Police department will provide any pertinent records held by PRDC when requested through Records Room.*
 7. Unreleased Impounded and Towed vehicle file* (*may be assumed by PRDC*)
 - a. Send certified letters to registered owner notifying them of towed status.
 - b. Upon receipt of acknowledgement/lack of, complete Salvage Affidavit if applicable.
 - c. Follow up with Tow Company for photos or additional documentation.
 - d. File Salvage Affidavit with Cuyahoga County Fiscal Office, if applicable.
 8. Call backs for short shifts on Police Department, School Guard substitutions, Sick call ins, or off duty or special assignments. Also conduct page outs and call backs for Police and Fire Departments for large scale and/or emergency events.
 - a. PRDC will take initial call information, then the agency OIC will be notified. Dispatchers will make the calls to whom the OIC requests.
 - b. Parma Hts/ Brooklyn will be responsible to notify PRDC who to call during emergency call outs.
 - c. Individual agency OIC will make calls to obtain shift coverage.*

Parma Regional Dispatch Center (PRDC) Responsibilities

- d. PRDC will update PHTs schedule via online scheduling software after shift coverage has been identified.
- e. After Brooklyn PD OIC has found coverage for short shift, BPD will be responsible for making changes to their schedule.*
9. Daily Call (web based notification) *Parma does this manually right now. Ready notify does not have this feature.*
 - a. Monitor and respond to unsuccessful contacts.
 - b. Initiate a welfare check on individual.
 - c. Brooklyn police will maintain their computerized call in system which will notify PRDC to call individuals.
 - d. Parma Hts. looking into their computerized system.
10. *ReadyNotify/Code Red* (web based alert system) *Possibly switch to Ready Notify if early termination is an option.*
 - a. Create message (upon assignment)
 - b. Initiate the launch of message.
11. Monthly record validations
 - a. Conducted on a monthly basis per LEADS protocol on wanted person file, missing person file, stolen auto file, stolen article file, stolen/lost gun file, stolen securities file, stolen boat file, stolen parts file, towed vehicle file.
12. Prepare Roll Call*
 - a. Update court dates daily.
 - b. Run shift activity reports for roll call.
13. House Watch request*
 - a. Accept new requests at front window or over the phone.
 - b. Update and Maintain house watch file for patrol.

OTHER DUTIES

1. Emergency Sirens
 - a. Initiate monthly testing of Alert System.
2. Verify functionality of building generator.*
3. Matron duties-search female prisoners.*
4. Shredding of sensitive documentation.*
5. Fire phones
 - a. PRDC will handle emergency requests for Fire/EMS.
 - b. When fire department vacates the fire house, non-emergency calls to the FD would be directed to voicemail.*
 - c. Monitor foot traffic at FD via CCTV. Dispatchers can assist or advise people on the premises of the FD, if the FD is vacated. *
6. Missing person or child

Parma Regional Dispatch Center (PRDC) Responsibilities

- a. PRDC will make all necessary contacts and initiate Administrative Broadcast as directed by OIC and policy.
- 7. Conditions reports
 - a. Immediate calls for service will be recorded by PRDC and dispatch appropriate personnel.
 - b. PRDC will forward non-emergency requests for service to the appropriate city's Service Department via email.
- 8. Animal calls
 - a. Receive and record calls
 - b. Make notification to personnel (Brooklyn and Parma – Animal Control Officer, Parma Hts – Service Department.)
- 9. Overnight Parking/ Snow Ban notification
 - a. *OIC to notify PRDC when snow ban is activated or deactivated*