



CITY OF DUBLIN.

Office of the City Manager
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Memo

To: Members of the Dublin City Council
From: Terry Foegler, City Manager *TF/S*
Date: Wednesday April 22, 2010
Initiated By: Mike Epperson, Deputy City Manager/Chief of Police
Re: Dispatching Contract with Washington Township

Summary

Attached for your consideration is Ordinance 17-10, authorizing the City Manager to enter into an agreement with the Washington Township Trustees for the purpose of providing emergency dispatching services for the Washington Township Fire Department. The current agreement expires on May 31, 2010 and negotiations on a new three year agreement have taken place over the last several months. The parties have reached an agreement which is submitted for your approval. The Washington Township Trustees will be considering this agreement at their April 26, 2010 meeting.

In conjunction with Washington Township, we have identified the following annual reimbursement schedule for dispatching and radio programming services:

June 1, 2010 – May 31, 2011 \$252,899.00
June 1, 2011 – May 31, 2012 \$265,544.00
June 1, 2012 – May 31, 2013 \$278,821.00

These costs represent a 5% increase for each year of the agreement. Also included is a \$14,000.00 per year charge for the Township's use of the 800MHz radio system. Section I item 7 was added to the agreement to read:

“Providing the Township access to and use of the public safety radio system for their operations.”

Council may also recall that in the agreement that will expire May 31, 2010, the parties had agreed to the following section in the contract related to technological improvements:

“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.”

During the term of the agreement, it should be noted that Washington Township paid approximately \$24,000.00 to update the computer aided dispatch system allowing for data sharing with the Township's records management system and the installation of a new station alerting system. They also paid \$5,500.00 to upgrade the mobile data server to allow interoperability between the police

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and fire mobile computers. Each of these expenditures was paid directly to the vendor with our approval to complete the work.

Recommendation

We recognize the continued partnership between Washington Township and the City of Dublin, especially in the area of public safety, is beneficial for our residents. We endorse this proposed ordinance and recommend passage.

RECORD OF ORDINANCES

Ordinance No. 17-10

Passed _____, 20____

**AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH WASHINGTON
TOWNSHIP TO PROVIDE COMMUNICATION SERVICES FOR
THE WASHINGTON TOWNSHIP FIRE DEPARTMENT,
AND DECLARING AN EMERGENCY**

WHEREAS, the Township desires to contract with the City 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

WHEREAS, the City desires to execute an agreement in a substantially similar form to the attached Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED 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 Washington Township, Ohio for communication services.

Section 2. This Ordinance is declared to be an emergency measure for the immediate preservation of the public peace, health, safety or welfare; therefore, this Ordinance shall take effect and be in force immediately upon its passage.

Passed this _____ day of _____, 2010.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

AGREEMENT

Agreement to provide communication services (“Agreement”) for the Washington Township (“Township”) Fire Department by the City of Dublin (“City”) is made and entered into on _____, 2010 by and between the City, an Ohio Municipal Corporation, and the Township, an Ohio Political Subdivision.

RECITALS

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

WHEREAS, the Township Trustees wish to enter into and execute, on behalf of the Township, this Agreement with the City for such communication services; and

WHEREAS, the Council for the City by Ordinance No. _____ passed _____, _____ 2010 authorized the City Manager to enter into and execute, on behalf of the City, this Agreement with the Township to furnish such communication services; and

NOW, THEREFORE, made and entered into this the _____ day of _____, 2010, 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 CAD printout to each Township station for each call for service received by the City; and
 - (3) Representing the Township at all Franklin County E9-1-1 PSAP 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.
- (6) Performing radio programming, radio template management, advanced radio replacement and management of spare radio equipment for Township owned portable and mobile radios.
- (7) Providing the Township access to and use of the public safety radio system for their operations.

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 in accordance with such procedures as shall from time to time be prescribed by the Township Fire Department and/or the City; and
- (3) The City shall answer the Township Fire radio and communicate the message or internal requests to the Washington Township Fire Department in accordance with generally acceptable procedures for dispatching and in accordance with such procedures as shall from time to time be prescribed by the Township Fire Department and/or the City; and
- (4) The City shall maintain a written and/or electronic log of all communications referred to in Sections II(2) and II(3) above. Such log shall be transferred to the Township Fire Department in accordance with procedures prescribed by the Township Fire Department; and
- (5) Dispatching shall be performed only by qualified individuals hired by the City. A review panel consisting of the Fire Chief for the Township and Chief of Police for the City shall establish and periodically review the selection process, criteria, experience, and performance requirements for qualified dispatchers; and
- (6) 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

- (7) 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
 - (8) 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 City dispatch center; and
 - (9) The City, at its expense, shall maintain the central dispatch computer and other City equipment; and
 - (10) Dispatchers will be periodically available, as mutually agreeable, for training purposes. Should emergency medical dispatching be adopted by the City dispatch center, the cost of said training for certification and continuing education requirement will be shared equally between the City and Township.
- III. As referred herein, City and Township shall routinely prescribe dispatching procedures in, respectively, the Dublin communication center policies and procedures and the Township Fire dispatching guidelines.
- IV. 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.
- V. 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.
- VI. 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) In year one (1) of this Agreement, beginning June 1, 2010, and ending May 31, 2011, the sum of Two Hundred and Fifty Two Thousand Eight Hundred and Ninety Nine and No Cents (U.S. \$252,899.00) shall be paid by check or other negotiable instrument to the City in one (1) lump sum payment by August 15, 2010.

- (2) In year two (2) of this Agreement, beginning June 1, 2011, and ending May 31, 2012, the sum of Two Hundred and Sixty Five Thousand Five Hundred and Forty Four Dollars and No Cents (U.S. \$265,544.00) shall be paid by check or other negotiable instrument to the City in one (1) lump sum payment by June 15, 2011.
 - (3) In year three (3) of this Agreement, beginning June 1, 2012, and ending May 31, 2013, the sum of Two Hundred and Seventy Eight Thousand Eight Hundred and Twenty One Dollars and No Cents (U.S. \$278,821.00) shall be paid by check or other negotiable instrument to the City in one (1) lump sum payment by June 15, 2012.
- VII. This Agreement shall be for a period of three (3) years commencing on June 1, 2010 and ending on May 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.
- VIII. 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.
- IX. 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 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) Dublin shall be required to approve or disapprove, in writing, any request for an extension within ninety (90) days of receipt.
- X. If this Agreement is extended for an additional three (3) year term pursuant to Section IX hereunder, the Township shall pay a sum equal to the amount contained in Section VI(3) plus an additional five percent (5%). The total due by the Township shall be increased by an additional five percent (5%) per year.
- XI. Either party, at its sole discretion, shall have the right upon one hundred eighty (180) days written notice to terminate this Agreement without penalty.
- XII. 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.

XIII. 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.

XIV. 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 Dublin and Washington Township have set their hands by their authorized representatives the day and year first written above.

CITY OF DUBLIN, OHIO

WASHINGTON TOWNSHIP, OHIO

By: _____
Terry Foegler, City Manager

By: _____
Gene Bostic, Trustee

By: _____
Denise Franz King, Trustee

By: _____
Charles W. Kranstuber, Trustee

Approved as to form:

By: _____
Stephen J. Smith, Law Director

By: _____