

ORDINANCE 2007-28

An ordinance authorizing the Mayor and Fiscal Officer to enter into a ten year contract with the Township of Ravenna FireCom Center for all dispatch services of the Village of Hiram's Police, Fire, and Emergency Medical Services (EMS) and declaring an emergency.

Whereas, the Village of Hiram has an organized Police Department providing services and protection to the residents of the Village; and

Whereas, the Village of Hiram has an organized Fire Department that also furnishes Emergency Medical Services (EMS) for residents of the Village and by contractual agreement for the residents of the unincorporated area of the Township of Hiram, Portage County, Ohio; and

Whereas; at the Budget and Finance Committee of the Village Council meeting held on September 25th, 2007 it was determined by the Fire and Police chiefs that FireCom Center was the best option to provide dispatching services for the Village of Hiram Police, Fire, and EMS. The Budget and Finance Committee recommended that the Council of the Village of Hiram accept the proposal attached as Exhibit "A".

Now, therefore, be it hereby ordained by the Council of the Village of Hiram, Ohio, a majority of the members elected thereto concurring that:

Section 1: The proposal by FireCom Center, in the amount of \$19,000 is the lowest responsive and responsible proposal, and the Mayor of the Village of Hiram and the Fiscal Officer are hereby authorized to enter into a ten year contract with the Township of Ravenna attached as Exhibit "A" in the amount of \$19,000.

Section 2: There will be upfront costs for necessary items to complete the transition from Hiram Dispatch Center to FireCom Center in the approximate amount of \$11,500 as reflected in Exhibit "B". Included in this amount is \$2,000 for a computer system to be used solely by the police department in their police cruisers.

Section 3: The conversion of dispatch services to FireCom Center with approximate upfront costs of \$11,500 will be funded through the 2007 Hiram Dispatch Center budget realizing that the appropriations to the dispatch budget will need to be increased through legislation to complete the year.

Section 4: There will be monthly phone charges incurred by the Village of Hiram in the approximate amount of \$375.00 divided equally between the police and fire departments. These charges are based on the current quoted prices from AT&T and Windstream phone companies.

Section 5: The Village of Hiram Dispatch Center will be outsourced to the Township of Ravenna FireCom Center on or about November 15th, 2007. The Village of Hiram will continue to operate its dispatch center 24 hours a day until November 30th, 2007. In order to facilitate a smooth transition to FireCom Center, the Village of Hiram Head Dispatcher position will remain in place until December 31st, 2007.

Section 6: The November and December 2007 monthly charges from the phone company and the six weeks of 2007 for the services rendered under the FireCom contract amount to approximately \$3,000 and this will be paid from the 2007 Hiram Dispatch Center Budget realizing that the appropriations to the dispatch budget will need to be increased through legislation to complete the year. Beginning in 2008, the 2007 dispatch allocation of \$106,050 will be split evenly between the Fire Department budget and the Police Department budget. Starting on January 1st, 2008 the Fire Department budget and Police Department budget will be fully responsible for all costs associated with FireCom Center's dispatching services.

Section 7: That this Ordinance be declared an emergency measure becoming effective immediately upon its passage by Council and approval by the Mayor allowing the village to put into motion their plan to move the dispatch center and keep the dispatching services in place without interruption.

Section 8: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Revised Code of the State of Ohio.

Passed in Council as an emergency on October 9, 2007.

Robert L. Summers
Mayor Robert Summers

ATTEST:

Kay Ziska
Fiscal Officer

I Kay Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2007-28 has been duly posted in the required 5 places.

10/12/2007
Date

Kay E. Ziska
Fiscal Officer, Village of Hiram

Exhibit "B"

1

Yearly Costs

Dispatch Transfer to FireCom			
Phone Line Transfer Monthly Fee			
Hiram Uses Windstream for Phone Service. FireCom uses AT&T for phone service, so the Windstream numbers will be call forwarded to an AT&T Number. Hiram will have 4 lines transferred to FireCom. These lines are: 7 Digit 911 Number, PD 569-3235, College 569-5414, and College Alarm Number			
	Cost/Month	Quantity	Total/Month
AT&T Phone Line	\$26.10	4	\$104.40
Windstream Call Forward	\$12.00	4	\$48.00
Pick-up hall phone in Village Hall	\$28.00	1	\$28.00
			Total/year: \$2,164.8
RTNA Line Monthly Fee			
A RTNA line will be used to control the fire and police frequencies. Again, Hiram uses Windstream line and FireCom uses AT&T so Windstream's line will meet with AT&T line. Windstream will bill AT&T who will then bill Hiram			
	Cost	Quantity	Total
Windstream RTNA Line	\$97.20	2	\$194.40
			Total/year: \$2,332.80
Yearly Dispatch Fee			
	Cost	Number of Calls	Total
Fee is based on running 500 calls per year.	\$19.00	500	\$9,500.00

Exhibit "B"

3

Upfront Costs Continued

Dispatch Transfer to FireCom			
Misc. Costs (Approximate Cost)			
New CPU System for PD Cruisers	Cost	Quantity	Total
	\$1,000.00	2	\$2,000.00
Misc. Costs (Approximate Cost)			
Repair Current Phone System	Cost	Quantity	Total
	\$500.00	1	\$500.00
Misc. Costs (Approximate Cost)			
Camera System For Building	Cost	Quantity	Total
	\$600.00	1 time charge	\$600.00

Exhibit "A"
AGREEMENT
BETWEEN

RECEIVED NOV 26 2007

HIRAM VILLAGE
AND
RAVENNA TOWNSHIP

This agreement (the "Agreement"), made and entered into this 7th day of November, 2007 by and between Village of Hiram, Ohio, a village and subdivision organized and existing under the Constitution and laws of the state of Ohio ("Hiram Village") and between the Township of Ravenna, Ohio, a township and subdivision organized and existing under the Constitution and laws of the state of Ohio ("Ravenna").

WITNESSETH:

WHEREAS, Hiram Village desires to obtain 24 hour dispatch service for the purpose of directing emergent and non- emergent fire, emergency medical service (EMS), police calls; and

WHEREAS, Ravenna desires to provide 24 hour dispatch service for the purpose of directing emergent and non- emergent fire, emergency medical service (EMS), police calls; and

WHEREAS, the Village of Hiram Council, by Ordinance 2007-28 attached hereto as Exhibit "A", has accepted the proposed agreement; and

WHEREAS, the Ravenna Township Board of Trustees, by Resolution No. 2007- attached hereto as Exhibit "B", has accepted the proposed agreement; and

WHEREAS, the parties desire to enter into this Agreement to set out their respective covenants and understandings relating to the payment for and providing of 24 hour dispatch service;

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

Section 1. Services to be Provided

(A) Twenty-four Hour Dispatch Service:

1. "24 hour dispatch service" constitutes duly trained and qualified dispatchers providing service 24 hours per day, 365 days per year (hereinafter referred to as "24 hour dispatch service").
2. All emergency calls placed to the Hiram emergency phone number shall be received and routed through the 24 hour dispatch

service.

3. Monitoring of any call phones from existing sites (at not
4. Monitoring of Hiram College fire alarm panel and emergency call phone (at no additional cost).

(B) Telephone Lines:

1. Telephone lines constitute an off premises telephone line with programmable call forwarding (hereinafter referred to as "telephone line").
2. All emergency and non-emergency calls from Hiram residents and businesses made to the telephone lines shall be received and routed through the 24 hour dispatch service.

(C) Responsibilities

1. Hiram Village shall provide, at no cost to Ravenna, the telephone lines.
2. Ravenna shall provide, to Hiram Village, the 24 hour dispatch service.

Section 2. Payment

Table A

CURRENT		QUARTERLY	% Increase	Fire Share	Police Share
2008-2009	\$19,000.00	\$ 4,750.00	3	\$2,375.00	\$ 2,375.00
2009-2010	\$19,570.00	\$ 4,892.50	3	\$2,446.25	\$ 2,446.25
2010-2011	\$20,352.80	\$ 5,088.20	4	\$2,544.10	\$ 2,544.10
2011-2012	\$20,963.38	\$ 5,240.85	3	\$2,620.42	\$ 2,620.42
2012-2013	\$21,592.29	\$ 5,398.07	3	\$2,699.04	\$ 2,699.04
2013-2014	\$22,455.98	\$ 5,613.99	4	\$2,807.00	\$ 2,807.00
2014-2015	\$23,129.66	\$ 5,782.41	3	\$2,891.21	\$ 2,891.21
2015-2016	\$23,823.55	\$ 5,955.89	3	\$2,977.94	\$ 2,977.94
2016-2017	\$24,776.49	\$ 6,194.12	4	\$3,097.06	\$ 3,097.06
2017-2018	\$25,519.78	\$ 6,379.95	3	\$3,189.97	\$ 3,189.97

(A) Amount

1. As and for consideration of the provision of service, Hiram Village agrees to pay Ravenna the sum of as indicated in Table A (above) annually.
2. Ravenna agrees that receipt of the payments in table is the payment in

full to Ravenna under this agreement.

3. Said payments shall be in increments as determined by the "quarterly" column of respective term year as indicated in Table A (above) payable on or before the 1st day of each quarter.

Section 3. Term of Agreement

1. This Agreement is for ten consecutive one (1) year terms that are to be annually and automatically renewed without any further action by Hiram Village and Ravenna and subject to the provisions of this Section, but subject to Ohio law governing appropriations' and municipal finance.
 1. Each annual term of the Agreement will commence at 00:00 on January 1st and run until 23:59 of the following December 31st.
 2. In the event that neither party provides written notice of intent not to renew to the other party the entire Agreement consisting of ten (10) annual consecutive automatic renewable terms will be from 00:00 hours of January 1, 2008 and until 23:59 hours on December 31st 2018 at such time this entire Agreement shall automatically and fully terminate and expire.

Section 4. Training of Dispatcher Personnel

(A) Training

1. Ravenna shall provide periodic training to all dispatchers providing 24 hour dispatch service, at no cost to Hiram or Hiram Village.
2. Said training shall be through in-house training or workshops, seminars or classes authorized and certified by the State of Ohio.

Section 5. Records and Reports

(A) Summary

1. Ravenna shall provide Hiram Village an annual report of all 24 hour dispatch service calls made through the telephone lines from Hiram.

(B) Records

1. Ravenna shall make available to Hiram Village upon reasonable request, such records as are necessary for Hiram to review the 24-hour

dispatch service.

Section 6. Covenant of Cooperation

(A) Information

1. Each party shall cooperate with and provide necessary information to the other to enable the parties, to review and determine periodically while this Agreement is in effect, each party's compliance with the terms of this Agreement.

(B) Documents

1. The parties shall perform all such acts and deeds as may be necessary or appropriate to effect, claim, reserve and maintain this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary documentation required in connection with the Agreement.

Section 7. Assignment

- (A) Neither this Agreement nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party.

Section 8. Governing Law and Severability

- (A) This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio.
- (B) A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that the such other part so declared invalid. This Agreement shall not be deemed to include section or article headings which are inserted for convenience only.
- (C) This agreement supersedes any and all other agreements, either oral or in writing between the parties hereto and with respect to the subject matter hereof and may not be modified except by an agreement in writing signed by each of the parties hereto.

Section 9. Termination

(A) Notice

1. Either party may terminate this Agreement upon 120 days written notice to the other.
2. Such termination shall begin at 23:59 hours 120 days after receipt of the written notice.

Section 10. Miscellaneous

- (A) The parties agree that in every instance that a consent is required to be obtained under any section of this Agreement, it is understood that no such consent shall be unreasonably withheld.
- (B) No obligation hereunder shall constitute the personal obligation, whether jointly or severally, of members of the Hiram Village Council or members of the Board of Ravenna Township Trustees.
- (C) This Agreement may be executed in a number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 11. Notice

- (A) Any reporting or notice required under this Agreement by either party to the other shall be mailed by U.S. Certified Mail, return receipt requested to:
 - a In the case of Hiram Village to:
Council, Village of Hiram
Village of Hiram
11617 Garfield Road
P.O. Box 65
Hiram, Ohio 44234
ATTN: FISCAL OFFICER
 - b. In the case of Ravenna, to:
Board of Trustees, Ravenna Township
6115 South Spring Street
Ravenna, Ohio 44266
ATTN: FISCAL OFFICER

IN WITNESS WHEREOF, the Village of Hiram Council and the Board of Township Trustees of Ravenna have caused this Agreement, consisting of 6 pages, to be executed in their respective names by their duly authorized officer, as of the date hereinabove written.

Rosemary Hakich
Witness

VILLAGE OF HIRAM COUNCIL

By Robert R. Summers
Mayor
By Kay Ziska
Fiscal Officer

RAVENNA TOWNSHIP TRUSTEES

Theresa Buch
Witness
Rebecca A. Dip
Witness

By Robert H. Alay
Trustee
By _____
Trustee
By Pete [Signature]
Trustee

Approved as to Form:

Christopher Medler
Assistant Prosecuting Attorney
Portage County, Ohio