

RESOLUTION NO.: 75-2017  
INTRODUCED BY: Mayor Roche

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR THE CITY OF RICHMOND HEIGHTS TO JOIN THE HEIGHTS-HILLCREST COMMUNICATIONS CENTER, A REGIONAL COUNCIL OF GOVERNMENTS, FOR SAFETY SERVICE DISPATCHING SERVICES FOR THE CITY, TO AUTHORIZE THE INITIAL PAYMENT FOR CAPITAL COSTS OF BUILD-OUT OF THE FACILITIES, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Richmond Heights is faced with significant capital costs in the immediate future in order to perform necessary upgrades to its radio equipment at its safety services dispatch center and is facing rising labor and administrative costs to continue to maintain its own dispatch center;

WHEREAS, municipalities in the vicinity of Richmond Heights and across the State of Ohio are creating regionalized dispatch centers for greater efficiencies and cost savings when faced with the large cost of upgrading dispatch equipment in the face of new technologies and rising labor costs and are receiving grant monies from other governmental sources to promote regionalism with respect to regional dispatch centers;

WHEREAS, the nearby cities of Cleveland Heights, Shaker Heights, South Euclid and University Heights have formed a regional council of governments ("COG") under Ohio Revised Code Chapter 167 and their Ohio constitutional home rule authority, known as the Heights-Hillcrest Communications Center ("HHCC"), to provide joint safety services dispatch services to those four communities; and the HHCC has invited the City of Richmond Heights to join HHCC as a full-fledged member;

WHEREAS, the City's Mayor, Chiefs of Police and Fire, and the Director of Finance have studied and analyzed whether it is logically and financially advantageous and practical to join HHCC for the provision of this service and are recommending the City join HHCC;

WHEREAS, this Council has studied and analyzed the pertinent issues associated with joining HHCC to provide safety service dispatch services and finds that it will be more advantageous for the City to join HHCC than to continue to provide those services through the City alone;

WHEREAS, Richmond Heights is being offered by HHCC to be brought into the COG as if it was an original member and subject to the same rights and obligations as the four original members, including paying an equal share of the initial capital costs for the build out of the communications center which has been calculated to be \$107,295.15 and other ongoing expenses for administration of the center and a charge per call that comes through the center for service in Richmond Heights;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into two agreements with the Heights-Hillcrest Communications Center as follows: (a) Amended Agreement Establishing a Regional

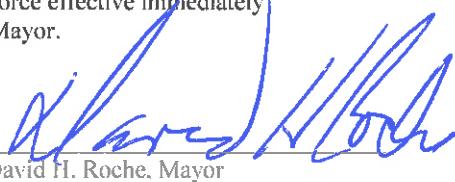
Council of Governments to be Known as the Heights-Hillerest Communications Center (HHCC); and (b) Agreement Between the Heights-Hillerest Communications Center (HHCC) and the City of Richmond Heights, both agreements being attached hereto and fully incorporated herein by reference as Exhibits A and B, respectively.

Section 2: The Director of Finance is authorized and directed to appropriate to a proper account the sum of \$107,295.15 to be paid to the HHCC by the date established by the HHCC Members and to appropriate to a proper account the sum necessary to cover the costs of membership in the HHCC for the remainder of calendar year 2017 as required by the agreements referred to in Section 1 above; payments required to be made to the HHCC in 2018 and subsequent years, as set forth in the agreements referenced in Section 1 above, shall be subject to annual appropriations of this Council.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 Ohio Revised Code.

Section 4: This Resolution is an emergency measure necessary to immediately further the public health, safety and general welfare and for the further reason that the sooner the City of Richmond Heights joins HHCC, the more savings the City will experience as well as the advantages of new radio dispatch technology; wherefore, this Ordinance shall take effect and be in force effective immediately upon its passage by Council and the signature of the Mayor.

PASSED: August 22, 2017



David H. Roche, Mayor

APPROVED: August 22, 2017

ATTEST: Betsy Traben

Betsy Traben  
Clerk of Council



Eloise Cotton-Henry  
President of Council

**EXHIBIT A**

**AMENDED AN AGREEMENT  
ESTABLISHING A REGIONAL COUNCIL OF GOVERNMENTS  
TO BE KNOWN AS  
THE HEIGHTS-HILLCREST COMMUNICATIONS CENTER (HHCC)**

THIS AMENDED AGREEMENT is made and entered into in the State of Ohio, effective the day of \_\_\_\_\_, 20176 ("Effective Date"), by and among all of the political subdivisions executing this Agreement, pursuant to the authority granted by Chapter 167 of the Ohio Revised Code and Article XVIII, Section 3 of the Ohio Constitution. Each political subdivision executing this Agreement has been authorized to enter into the Original Agreement or this Amended Agreement by Ordinance duly adopted by its Council.

Whereas, the Cities of Cleveland Heights, Shaker Heights, South Euclid, and University Heights ("Original Members"), entered into an Agreement Establishing a Regional Council of Governments to be known as the Heights Hillcrest Communications Center (HHCC) on June 28, 2016 (the "COG Agreement"); and

Whereas, the Original Cities wish to Amend the COG Agreement by adding the City of Richmond Heights as an Original Member with all of the same rights and obligations as the other Original Members; and

Whereas, the City of Richmond Heights wishes to join the HHCC as an Original Member with all of the same rights and obligations as the other Original Members.

Now, Therefore, the cities executing this Amended Agreement The Members to this Agreement, wishing to establish a Regional Council of Governments, pursuant to Chapter 167 of the Ohio Revised Code, agree as follows:

I. NAME.

The name of the Regional Council of Governments shall be the *Heights-Hillcrest Communications Center* ("HHCC").

II. PURPOSE AND AUTHORITY.

A. The purpose of HHCC is to provide a joint Police, Fire and Emergency Medical Services ("EMS")

communications system (the "System") for the dispatch of Police, Fire and EMS services in and for the communities of all of the Members to this Agreement, which shall be operated and maintained in and by HHCC.

B. HHCC is organized in order that the Members may jointly act in furtherance of the purposes stated

above. HHCC is authorized to take such actions as are determined by the Members and/or the Board of Trustees and that are permitted under Chapter 167 ORC. HHCC, by and through its Board, may exercise any of the powers of HHCC Members, as an agent for the Members, under Ohio law and the laws enacted by HHCC Members

C. The powers and authority granted to HHCC by its Members and by State law shall not displace any

of its Member's existing statutory or local powers under any Member's charter and/or ordinances, or under State law, and no actions taken by HHCC shall prevent or substitute for any actions determined to be taken by any Member community of its own accord.

### III. TERM OF AGREEMENT.

The term of this Agreement shall begin on the Effective Date first set forth above, and shall continue until the Members determine to terminate the existence of HHCC, or for a particular Member, until such Member determines to withdraw from HHCC. If one or more member withdraws from HHCC, the Agreement shall continue as to the other members for so long as they determine to continue HHCC.

### IV. MEMBERSHIP.

A. Membership in HHCC shall be comprised of the following political subdivisions:

1. City of Cleveland Heights.
2. City of Richmond Heights.
- 2.3. City of Shaker Heights.
- 3.4. City of South Euclid, and
- 4.5. City of University Heights

("Original Members"), and such other political subdivisions that have applied to HHCC to join as a member, have been approved as a member by a majority of the existing Members, and have signed this Agreement ("Members").

B. "Political Subdivision" shall have the same meaning as provided in Section 2744.01 of the Ohio Revised Code.

C. Each political subdivision entering into this Agreement shall be considered a member of HHCC ("Member").

D. Each Member of HHCC shall have one vote in HHCC. Each Member's representative shall be the

Mayor or City Manager of the political subdivision, or the Mayor's or City Manager's designee, who shall be that Member's voting member ("Representative"). A Member may designate an alternate representative at any time for a particular meeting, who shall then be that Member's voting member for such meeting ("Alternate Representative"). A Member may change its representative at any time as it deems is in its best interest. Each Member shall notify the other members of such Member's Representative, any Alternative Representative and any change in Representative.

E. In addition to the Original Members, any other political subdivision may apply to join HHCC by

submitting a written request to HHCC. The evaluation of such an application and the determination as to whether the applicant should be accepted for membership is subject to the terms of this Agreement, particularly Section XIII, and the judgment of the Board. If a majority of the Members approve the request of the applicant political subdivision to join HHCC, the joining Member shall execute this Agreement and provide a certified copy of the legislation authorizing the execution of this Agreement.

### V. GOVERNANCE:

A. HHCC shall be established and governed according to the By-Laws attached hereto as **Exhibit A**

and incorporated herein. HHCC shall be governed by a Board of Trustees ("Board"). The Representatives of the Members of HHCC shall constitute the Board.

B. The Officers of the Board shall be a Chairperson, Vice Chairperson, Secretary and Treasurer. The Board shall appoint the Officers from among the members of the Board, by the majority vote of a

quorum of the Board. The appointed officers shall hold terms for one (1) year, or until their successors are duly appointed. Officers may be re-appointed. An Officer may be appointed to more than one officer position.

C. The Chairperson shall preside at meetings of the Board. The Vice Chairperson shall preside in the absence of the Chairperson.

D. The Secretary shall prepare minutes of each meeting and send a copy to the Board members and the Fiscal Officer, as defined in subsection E. below. The Secretary shall submit a report to the Mayor or City Manager of each Member, with a copy submitted to the Fiscal Officer, in the first quarter of each year, which summarizes the activities of HHCC during the previous calendar year, including its revenues and expenses.

E. The Board shall appoint a Fiscal Agent for HHCC, and the Finance Director of the Fiscal Agent shall serve as Fiscal Officer of HHCC. The Fiscal Agent may give notice in writing of its withdrawal as Fiscal Agent and Fiscal Officer, which notice shall be given at least 180 days prior to the effective date of such withdrawal. The Members of HHCC may determine to change the Fiscal Agent and Fiscal Officer at any time. The Fiscal Officer of HHCC shall receive, deposit, invest, and disburse the funds of HHCC as directed by action of the Board and the By-Laws. The Fiscal Officer shall comply with all legal and policy requirements established by the Board, and with the requirements of State law to the extent they are applicable, for the receipt, handling, investment and disbursement of any funds of HHCC. The Fiscal Officer shall regularly report to the Treasurer of the Board, and shall provide such documentation and information as may be reasonably requested by the Treasurer or the Chairperson of the Board.

F. The Board may establish such policies and procedures as it deems necessary to supplement this Agreement and the Bylaws.

## VI. MEETINGS AND VOTING:

A. Meetings of the Board of Trustees shall also be considered to be meetings of the Members of HHCC.

B. Meetings shall be held in person and shall be open to the public to the extent required by law, and

except to the extent the Board members vote to go into executive session as allowed by law. Notice of such meetings shall be provided to any persons and media who have requested such notification. Minutes of the meetings of the Board shall be prepared by the Secretary and kept by the Fiscal Officer.

C. Unless otherwise specified in this Agreement or the By-Laws, any action by the Board must be

approved by a vote of the majority of a quorum of the members of the Board at a pre-arranged meeting for which all Board members have received advanced notification. If there is a tie vote as to any matter, the position of the side whose members provide the higher annual contribution pursuant to the annual operational expense formula calculated pursuant to Section VIII. F.2. herein shall prevail.

D. No action may be taken without a quorum of Board members present at the meeting.

E. A quorum of Board members shall be a majority of the Board members, unless there are fewer than three Board members, in which case a quorum shall be two Board members.

## VII. START-UP:

A. Transition: The Members hereto agree that the transition to the establishment of the HHCC joint

dispatch center shall begin on the Effective Date of this Agreement. A Transition Team comprised of one person representing each Member, appointed by the Mayor or City Manager, as applicable, shall meet as needed to establish the joint dispatch center and reach agreement on a Transition Plan and Schedule and any other transition issues. The Transition Plan and Schedule, and any updates or modifications thereto, must be approved by the Board. The Transition Team may be supplemented with information technology, human resources, and legal personnel from one or more of the Members. The Members shall cooperate in the transfer of any existing E911 system and licenses including hardware and software to HHCC that may be needed. HHCC shall initiate joint dispatch operations for one or more of the Members on a date or dates selected by the Board.

B. Phase-In of Center:

1. Phase 1 of the establishment of the HHCC dispatch center shall extend from the Effective Date of

this Agreement until the first date that the dispatch center provides dispatch service for one or more Members. A separate agreement or memorandum of understanding (MOU) shall be entered into by the Members covering the activities and financing of Phase 1, which MOU shall be incorporated herein. This Phase may include the hiring of a Director of Operations, and/or a project manager, and may include the rental of a facility and purchase of equipment and other items and supplies, as well as other start-up expenditures necessary for the establishment of the dispatch center operation. It is intended that most, if not all, of the expenses of this Phase 1 shall be paid for through a grant or grants, and/or in-kind services provided by the Members. Any costs not covered by such sources shall be borne by the Members as set forth in subsections C. and D. of this Section VII.

2. Phase 2 of the establishment of the HHCC dispatch center shall extend from the first date that the

dispatch center provides dispatch service for one or more Members, until the date on which all ~~four~~<sup>five</sup> Original Members are provided full dispatch services (i.e. for police, fire and EMS) through the HHCC dispatch center. A separate agreement or MOU shall be entered into by the Members covering the activities and financing of Phase 2, which MOU shall be incorporated herein. It is intended that the capital costs of this Phase shall be borne as set forth in subsection of this Section VII. The operational costs shall be borne by the Members as agreed upon by the Board and as set forth in the agreement or MOU for this Phase 2.

C. Start-up Costs: Initial Phase 1 start-up costs, and capital costs, for HHCC that are not otherwise

covered through grants and/or in-kind services, as determined by the Board, shall be borne equally by the Members. Each Member shall pay its share of start-up costs to the Fiscal Agent by the date set forth in the Transition Schedule.

D. Initial Operating Budget: Prior to the initiation of full dispatch services by HHCC for all ~~four~~<sup>five</sup>

Original Member communities, a proposed operating budget shall be prepared by the Director of Operations, or other person appointed by the Board, for the first twelve (12) months of operation, beginning on the date that all ~~four~~<sup>five</sup> Original Members are fully served by the HHCC dispatch center ("Initial Period of Operation"). The Initial Period of Operation shall be defined as beginning on the date that all ~~four~~<sup>five</sup> Original Members are fully served by the HHCC dispatch center, and extending for that period of time necessary to encompass twelve (12) months. The proposed budget for the Initial Period of Operation shall be submitted to and approved by the Board according to the Transition Schedule (the "Initial Budget"). The Initial Budget shall include operational and capital expenses, and shall be based on such assets and revenues as may be held by HHCC. The capital expense portion of the Initial Budget shall be borne equally by the Members (i.e. each Member shall pay an equal share of the capital expenses). The operating expense portion of the Initial Budget shall be paid by each Member according to each Member's proportionate share as determined in sub-section E below. After the Initial Period of Operation, each Member's proportionate share shall be determined as set forth in Section VIII. During the Initial

Period of Operation, if actual operating expenses exceed the budgeted amount and/or the amount paid by the Members, the Members shall pay an additional amount according to the manner of expense apportionment in effect for the quarter in which a shortfall exists, and if actual operating expenses are less than the budgeted amount and/or the amount paid by the Members, a credit shall be provided each Member according to the manner of apportionment in effect for the quarter in which the excess budget amount occurs.

E. Initial Budget Contribution by Members to Fund HHCC Operating costs: Apportionment of the

initial operating expense budget, as described herein, shall be borne by the Members on the basis of the following formula.

$$M_m = \frac{1/45}{(A_m + P_m + V_m + R_m)} \times C$$

Where  $M_m$  = Cost to Member Municipality

$A_m$  = Area of Member Municipality

$A$  = Area of ALL Municipalities

$P_m$  = Population of Member Municipality

$P$  = Population of ALL Member Municipalities

$V_m$  = Valuation of Member Municipality

$V$  = Valuation of ALL Member Municipalities

$R_m$  = Run Volume (combined EMS, Fire and Rescue) of Member Municipality

$R$  = Total Run Volume (combined EMS, Fire and Rescue) of all Member Municipalities

$C$  = Annual Cost to Operate HHCC

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F. Shared Positive or Negative Savings: During the Initial Period of Operation a Member's monthly

costs will be compared to that Member's average monthly costs in the final twelve months before that Member was fully served for dispatch services by the dispatch center. Any savings or losses based on this comparison will be put into a pool and all Members will share equally in the net savings or losses for the Initial Period of Operation. This will result in a credit or additional assessment for each member, as applicable to that member. After the Initial Period of Operation, no shared positive or negative savings shall occur.

### VIII. ANNUAL FUNDING AND BUDGET

A. Fiscal Year: The fiscal year for HHCC shall be the calendar year, unless the Board approves a different fiscal year.

B. Annual Capital Budget: For the portion of a fiscal year following the Initial Period of Operation, and

for every fiscal year thereafter, a proposed capital budget shall be prepared the Director, and shall be submitted to the Board at least one hundred twenty (120) days prior to the start of the portion of a fiscal year or full fiscal year for which the budget is proposed. The Capital Budget shall be approved by the Board not later than ninety (90) days prior to the start of said portion of a fiscal year or full fiscal year. The Capital Budget shall include proposed capital expenses, and shall be based on the Capital Fund held by HHCC.

C. Annual Operating Budget: For the portion of a fiscal year following the Initial Period of Operation.

and for every fiscal year thereafter, a proposed Operating Budget shall be prepared by the Director, and shall be submitted to the Board at least one hundred twenty (120) days prior to the start of the portion of a fiscal year or full fiscal year for which the Operating Budget is proposed. The Annual Operating Budget shall be approved by the Board not later than ninety (90) days prior to the start of said portion of a fiscal year or full fiscal year. The Operating Budget shall include operational expenses, and shall be based on such assets and revenues as may be held by HHCC and as may be paid by each Member according to each Member's proportionate share, as determined in sub-section F.2, below.

D. Expenditures: The Capital and Operating Budgets (the "Annual Budget") shall provide detailed

itemization describing the available funds, and the purchases and other expenditures intended to be made during the fiscal year of the approved Annual Budget, including for the purchase, replacement, and maintenance of equipment, and such other capital and operational expenses as approved by the Board. HHCC shall utilize the available funds as set forth in the approved Annual Budget. No expenditure may be made which is inconsistent with the approved Annual Budget without the approval of the Board. All expenditures shall be made following the policies and procedures of HHCC.

E. Employees and Compensation: Compensation for a Director and other employees of HHCC shall be

as determined by the Board within the approved Annual Budget. Employees shall be hired by the Director within the available funds in the approved Annual Budget. Employees shall be employees of HHCC and be subject to all employment regulations of HHCC and any bargaining agreement.

F. Member Annual Contributions to Fund HHCC:

1. Capital: Each Member shall pay SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500) per year to the Capital Fund, to be used to pay for capital expenses. If the Capital Budget or the actual capital expenses for any year exceed the amount available in the Capital Fund, the Board may determine to reduce the Capital Budget or the actual expenses or to assess the Members an additional amount to meet the expenses in an amount equal to each Member's proportionate share, as determined in F. 2. below. If the Capital Budget or the actual capital expenses for any year are less than the amount available in the Capital Fund, the excess amount will be kept in the Fund, unless the Board determines to give Members a credit toward their annual contribution, which credit shall be provided according to each Member's proportionate share as determined in subsection F.2. below.

2. Operating: Apportionment of the annual Operating Budget shall be borne by each Member on the

basis of the number of billable calls received by the dispatch center during the prior fiscal year, that are attributable to such Member, as a proportion of the total number of billable calls. The term "billable calls received by the dispatch center" shall be as defined by the Director of Operations, subject to the approval of the Board. The formula and the definition of "billable calls" may be reviewed each year by the Board. The Board may alter the apportionment formula as it deems necessary to be effective for the following fiscal year. If the actual operating expenses for any year exceed the funds available, the Board may determine to reduce the Operating Budget, or to assess Members an additional amount to meet the expenses in an amount equal to each Member's proportionate share, as determined in this subsection. If the actual operating expenses for any year are less than the amount available, the excess amount will be kept as an operating fund balance, unless the Board determines to give Members a credit toward their annual contribution, which credit shall be provided according to each Member's proportionate share as determined in this subsection.

G. Payment of Annual Contribution: Members shall make their required annual capital and operational

contribution payments for the operation of HHCC based on the approved Annual Budget in quarterly payments by the fifteenth (15<sup>th</sup>) day of the first month of each quarter during the Fiscal Year. The quarterly payments shall equal approximately one-fourth (1/4) of the Member's annual share. All

payments, including capital, operational, and other required contributions, such as Member matching funds required under a grant, shall be deposited in HHCC's Fund held by the Fiscal Agent (the "Fund"). The Fund shall be subject to an annual audit. No use of the funds contributed by a Member may be made by HHCC unless such expenditure is consistent with the Annual Budget of HHCC.

**H. Failure to Provide Member's Proportionate Share:** If a Member does not meet its financial obligations

under Sections VII and VIII of this Agreement for any quarter, such Member shall automatically be considered to have its membership in HHCC suspended until such payment is made in full, though dispatch services to the Member's community shall continue, unless the Member's membership is terminated by the Board. Said Member must pay the amount owed in order to be in good standing and have its suspension ended. If after two quarters the Member in violation does not meet its financial obligations, it will forfeit all of its interests and rights in HHCC, and its dispatch services shall be subject to termination from HHCC after a transition period as approved by the Board, and as set forth in this Agreement. Each Member agrees that it shall continue to incur liability to pay its respective share of expenses and contributions, including those calculated pursuant to Sections VII and VIII herein, as well as any other financial obligations incurred due to other commitments such as matching funds required to be paid by the Members as a result of grants awarded to the Members individually, and/or to HHCC on behalf of the Members, and/or to one Member on behalf of all Members, as long as such Member is receiving joint dispatch services from the HHCC, even if such Member has had its membership in HHCC suspended or terminated. Each Member also agrees that it shall continue to be liable for all of its financial obligations incurred under or through this Agreement, including, but not limited to, its share of capital and operational expenses, and its matching contribution under any grant awarded to the HHCC, that are incurred but not paid, through the period of a Member's transition out of the HHCC, and after complete cessation of services provided by HHCC to said former Member. Such financial obligations shall survive the termination of this Agreement. The HHCC has the right to pursue collection of a Member's or a former Member's unpaid financial obligation in any manner authorized by law.

**IX. OPERATIONS OF HHCC**

**A. Services:** HHCC shall provide police, fire and EMS, and other general, non-emergency and public

service dispatching services to the Members at a quality at least as equivalent to that the Members provided to their residents at the time this Agreement is entered into. HHCC shall dispatch calls on a twenty-four (24) hour, 7-day a week basis to authorized personnel of each Member's Police and/or Fire Department. Dispatch services shall include, but are not limited to, the following:

1. Answering and dispatching of emergency calls (i.e. E911 and Cuyahoga Emergency Communications

System ("CECOMS")) received to the appropriate Member's police, fire and EMS resources 24-hours per day;

2. Answering and forwarding and/or dispatching non-emergency calls (i.e. those received through the

Member's 10-digit phone number) received to the appropriate Member's police, fire and EMS resources 24-hours per day;

3. Answering and dispatching Emergency Medical Dispatch ("EMD") and Life Safety System personal

alarm services;

4. Continuous radio contact, transmittal service, and incident support;

5. Computerized CAD dispatch, and MDT dispatch;

6. Automatic aid dispatching;

7. Batch reporting to provide incident summary, history, tracking, and daily shift information;

8. Providing statistical information on incident activity to the Board and to a Member's Police and/or

Fire Chief and/or Safety Director, as requested;

9. Maintaining dispatch services to be police LEADS capable;

10. Providing fire station alerting systems;
11. Tracking and documenting the activity of HHCC's personnel providing dispatch services;
12. Service department after-hour calls;
13. Storing records, maintaining an approved records retention schedule, and responding to public records requests; and
14. Such other services as the Members may agree upon, which services (or changes in the above-listed services) shall be set forth in **Exhibit B**, which is attached to and incorporated into this Agreement. Dispatch services shall be provided in the same manner to each Member community.

**B. Equipment:**

1. HHCC shall provide all equipment necessary to provide the dispatch services to all Members and

shall maintain such equipment in a reasonable manner. All decisions relating to the provision, maintenance, upgrading, and replacement of such equipment shall be made by the Director, subject to Board review.

2. Each Member is responsible to provide all equipment and personnel necessary to receive for such Member the dispatch services provided by HHCC, including MDTs/in-car radio equipment, and shall maintain such equipment in a manner that ensures compatibility with HHCC's provision of dispatch services. HHCC shall provide the facilitating software. Each Member agrees to update and/or replace all equipment necessary to receive dispatch services provided by HHCC.

3. A VPN connection to HHCC shall be maintained by each Member, at each such Member's sole cost.

to provide networking services related to dispatch. HHCC shall establish such connections, and the costs shall be paid for by each Member in addition to its annual share of HHCC's budget.

**C. Personnel:** The Board shall be responsible for the selection and appointment of the Director of

Operations ("Director") for HHCC. The Director shall be responsible for the day-to-day supervision of HHCC and all persons working at HHCC. All persons responsible for the day-to-day operation of HHCC shall be employees of HHCC, except to the extent that HHCC contracts directly for necessary services. HHCC shall develop training policies and procedures for the training of all communications personnel in radio operational procedures and network discipline. HHCC shall provide sufficient personnel necessary to provide dispatch services to each Member. All staffing issues, including the hiring, assignment and scheduling of dispatchers, discipline, termination and other employment matters, shall be determined by the Director. The Director shall be responsible for the management of all HHCC personnel and all personnel related issues. The Director may hire personnel and/or contract for the provision of financial, legal, accounting, auditing, and other necessary ancillary services. The Director may establish policies and procedures for the day-to-day operation of the HHCC, which policies and procedures shall be consistent with this Agreement, the Bylaws and any policies and procedures established by the Board.

**D. Operational Policies:** HHCC shall develop systematic maintenance policies and performance evaluation guidelines in order to ensure all communication system equipment reliability, including mobile radio units, subject to Board review. However, each Member shall be responsible for making sure its mobile units are in compliance with the guidelines established by HHCC and approved by the Board. HHCC shall prepare all applications for frequency coordination and Federal Communications Commission (FCC) license charges.

**X. REPORTS AND COMMUNICATIONS**

- A. **Reports:** The Director shall submit a written financial report to the Board within sixty (60) days after

the end of the fiscal year, including the income and expenditures, assets and liabilities, for the previous fiscal year, and showing the year-end cash position of the Fund. Other Board-requested reports (e.g.,

response time, complaints concerning performance, etc.) shall be promptly provided, within twenty-four (24) hours, if possible. Such reports shall be audited annually by the Fiscal Agent.

B. Communications: It is understood that the sharing of information between the Members is an essential component of this Agreement. However, due to the sensitivity of certain information and laws related to public records, protected health information (e.g. HIPAA), and other laws, the following protocols are specified in this Agreement.

1. The Members will cooperate with each other in an effort to ensure that each Member's interests are taken into consideration prior to the dissemination of information to the news media.
2. The Members agree that certain information may not be disclosed publicly, or may not be initially disclosed, due to the nature of an on-going investigation, an individual's rights, legal restrictions, or for other legitimate considerations.
3. No Member, or any employee or agent of a Member, other than the Chairperson, or his or her designee, may speak on behalf of HHCC and/or on behalf of any or all of the other Members.

C. Notices and Correspondence: Formal notices and correspondence shall be provided to the Mayor

or City Manager of each Member, to the Police Chief and Fire Chief of each Member, and to the Law Director for each Member. It is the responsibility of each Member to provide updated contact information to HHCC. Notices and correspondence shall be deemed effectively given (a) on the date of delivery, if delivered by hand, or (b) on the date mailed if sent by overnight express delivery or U.S. Mail.

## XI. LIABILITY AND INSURANCE

A. No Member or any of its employees, officers or agents shall be liable in damages to another Member,

or its employees, officers or agents, or its inhabitants, or any person to whom service is being provided, for a failure to dispatch or answer any call for services, or for lack of speed in answering, dispatching or responding to such a call, or for failure or inadequacy of dispatch equipment, or for the negligence, misfeasance, or nonfeasance of its employees, or for any other cause whatsoever related to the rendering of HHCC services.

B. HHCC shall purchase a comprehensive liability insurance policy in a sum as approved by the Board.

naming HHCC as the primary insured, and each of the other Members as additional insured Members. The Fiscal Agent of HHCC shall, at all times, maintain evidence on file that the insurance required under this Agreement is currently in effect.

C. Nothing in this Agreement shall be considered or deemed to create any obligation on the part of any

Member to respond to any incident or call for service in any of the other Members in this Agreement. This Agreement does not affect or nullify any mutual aid agreements between any of the Members, or between any Member and another, non-participating community or communities.

## XII. TERMINATION OF THE AGREEMENT OR MEMBERSHIP, OR WITHDRAWAL OF A MEMBER.

A. This Agreement may be terminated by the vote of two-thirds (2/3) of the Board.

B. Upon termination of this Agreement, any remaining funds of HHCC, after payment of all costs and

expenses of HHCC, shall be distributed to those Members that were a party to this Agreement at the time of termination in the same proportion as each would then be required to contribute said funds. In the event

the Board votes to discontinue this Agreement, any equipment, supplies, uniforms or vehicles purchased by HHCC shall be utilized by one or more of the Members and/or disposed of as determined by the Board, following the policies and procedures of HHCC. The proceeds from the sale of any such items, and any remaining funds held by HHCC, shall be distributed proportionately to each Member at that time using the same formula set forth in this Agreement that is used to calculate the contribution of each Member.

C. Any Member may withdraw from this Agreement and HHCC, and thereby discontinue its rights.

obligations and duties under this Agreement, by providing all other Members one hundred eighty (180) days advanced written notice of its intent to do so. Prior to and after providing such notice, the withdrawing Member shall make good faith efforts to remain in HHCC, or to work out a mutually acceptable financial arrangement with the Board for its withdrawal and transition out of HHCC. Upon any such withdrawal, the withdrawing Member shall forfeit any and all rights to any funds of HHCC or to any equipment jointly purchased hereunder, including, but not limited to, the future use of said equipment or the equity value thereof. A withdrawing Member shall receive no refund of payments made prior to such withdrawal or during its transition out of HHCC, and shall be liable for and shall make any payments due and owing for the period until the actual termination of dispatch services within the withdrawing Member's community.

D. The Board may determine that a Member that fails to meet its full financial obligation for two quarters

shall be considered to have voluntarily withdrawn from this Agreement and as a member of HHCC. The Board may, by a favorable vote of a minimum of 2/3 of the members, vote to terminate the participation and membership of any member that fails to meet its obligations under this Agreement.

E. Upon the termination of this Agreement, the termination of membership of any Member, or the

withdrawal of any Member, a transition plan for ending joint dispatch services of the Members, or of the particular Member, shall be prepared by the Director and approved by the Board. Such plan shall provide for a reasonable period of time to allow for the Member or Members leaving HHCC to provide for dispatch service for its community. Every Member and former Member shall be and remain liable for all financial obligations incurred after the Effective Date of this Agreement, through the date after start-up of services on which such Member no longer receives any dispatch services from HHCC. Such liability shall extend through any transition establishing or terminating the HHCC and/or the dispatch services provided by HHCC to all Members or a particular Member. Such liability shall also continue after the cessation of dispatch services to all Member=s or a particular Member. Any withdrawing or terminated Member shall be responsible for the payment of any amounts due and owing for the operation of HHCC while such Member was a member and during any transition after withdrawal or termination until such time as the services of HHCC are no longer provided by HHCC to such Member's community. This subsection shall survive the termination of this Agreement and/or the withdrawal or termination of a particular Member from the Agreement.

### XIII. ADDITION OF NEW MEMBERS

The Board shall determine the terms and conditions by which another political subdivision may join HHCC. The Board may consider another political subdivision's request to join in this Agreement only after reviewing a feasibility report issued by the Director. A political subdivision approved by the Board to join HHCC shall, after executing this Agreement, be assessed a start-up fee determined by the Board. In determining the amount of the start-up fee, the Board shall consider, among other factors, the start-up and ongoing capital expenses incurred by the Original Members. The joining political subdivision shall adhere to this Agreement, the Bylaws of HHCC, and all policies and procedures of HHCC.

### XIV. MISCELLANEOUS PROVISIONS

A. Disputes: Any dispute among the Members with regard to the operation, funding or any other issue

concerning HHCC, shall, whenever possible, be resolved by the Board, or by the Board after receiving a recommendation from a committee comprised of the Chiefs of Police and Fire of the Members. If reasonable efforts to resolve any dispute in this manner shall fail, the Members agree to utilize mediation by a third party selected by mutual agreement of the Board. Other than as specifically set forth in this Agreement, the Members shall not be deemed to have waived any rights each such Party shall have under the law.

B. Amendments and Additions to the Agreement: This Agreement may be modified at any time by

the written consent of all of the Members involved. Modifications shall have no force and effect unless such modifications are in writing and signed by authorized representatives of each of the Members. The approval of each Member shall be subject to the policies and procedures of said Member, and as required by law. Any amendment or addition to this Agreement shall be set forth in writing and labeled as an Attachment to this Agreement (in alphabetical order) and shall be incorporated and made a part of this Agreement.

C. Complete Agreement: This Agreement represents the entire and integrated agreement between

the Members hereto. As between the Members, once the dispatch center is fully operational, this Agreement shall supersede any existing or previous agreements made by any of the Members for dispatch services for Fire, Police and/or EMS services.

D. 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 one and the same instrument.

E. Assignment of Agreement: This Agreement, and the services and obligations hereunder of each

Party, shall not be assigned, delegated or subcontracted without the approval of the Board.

F. Choice of Law: This Agreement shall be governed by the laws of the State of Ohio. Any controversy or claim related directly or indirectly to this Agreement shall be resolved informally, or, if necessary, in the appropriate court of Cuyahoga County, Ohio.

G. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained herein, 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 or 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.

#### EXHIBIT LIST

- Exhibit A – HHCC Bylaws
- Exhibit B – List of Additional or Modified Services

The duly authorized representative of each party to this Agreement named below has signed this Agreement showing such party's agreement, effective on the Effective Date first set forth above, and has attached hereto a certified copy of the legislation authorizing the execution of this Agreement.

**CITY OF CLEVELAND HEIGHTS****APPROVED FOR LEGAL FORM:**

By: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_ Printed  
Name: \_\_\_\_\_

Its: \_\_\_\_\_ Its:  
(Office) (Office)

Date: \_\_\_\_\_ Date:

Authorizing Ordinance. No. 31-2016

**CITY OF RICHMOND HEIGHTS****APPROVED FOR LEGAL FORM:**

By: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_ Printed  
Name: \_\_\_\_\_

Its: \_\_\_\_\_ Its:  
(Office) (Office)  
Date: \_\_\_\_\_ Date:

Authorizing Ordinance. No. \_\_\_\_\_

**CITY OF SHAKER HEIGHTS****APPROVED FOR LEGAL FORM:**

By: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_ Printed  
Name: \_\_\_\_\_

Its: \_\_\_\_\_ Its:  
(Office) (Office)  
Date: \_\_\_\_\_ Date:

Authorizing Ordinance. No. 16-41.

**CITY OF SOUTH EUCLID****APPROVED FOR LEGAL FORM:**

By: \_\_\_\_\_  
; \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_ Printed  
Name: \_\_\_\_\_

Its: \_\_\_\_\_  
Its: \_\_\_\_\_  
(Office) (Office)

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Authorizing Ordinance. No. 0416.

**CITY OF UNIVERSITY HEIGHTS****APPROVED FOR LEGAL FORM:**

By: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_ Printed  
Name: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_  
(Office) (Office)

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Authorizing Ordinance. No. 2016-14

Prepared by:  
William M. Ondrey Gruber  
Director of Law  
City of Shaker Heights

072517JointDispatchCOGAmendedAgreement

**EXHIBIT B**

**AGREEMENT BETWEEN  
THE HEIGHTS-HILLCREST COMMUNICATIONS CENTER (HHCC)  
AND  
THE CITY OF RICHMOND HEIGHTS**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by and between the **City of Richmond Heights**, a political subdivision under its Charter and Ordinances, and the Constitution and laws of the State of Ohio ("Richmond Heights"), and the **Heights-Hillcrest Communications Center**, a regional council of governments under Chapter 167 of the Ohio Revised Code ("HHCC"), both hereinafter "Parties".

Whereas, the Cities of Cleveland Heights, Shaker Heights, South Euclid, and University Heights ("Original Members"), entered into an Agreement Establishing a Regional Council of Governments to be known as the Heights Hillcrest Communications Center (HHCC) on June 28, 2016 (the "COG Agreement"); and

Whereas, the City of Richmond Heights has asked that it be admitted as an Original Member of the HHCC, and on July 11, 2017, the Board of Trustees of the HHCC voted to accept Richmond Heights as an Original Member of the HHCC; and

Whereas, the Original Members of HHCC and Richmond Heights have agreed to amend the COG Agreement to include the City of Richmond Heights as an Original Member with all of the same rights and obligations as the other Original Members, which Amended Agreement is to be executed separately by the Parties; and

Whereas, one of the obligations of the Original Members of the HHCC was to pay the cost of the contract entered into between HHCC and the Chagrin Valley Dispatch Council ("CVD"), effective on December 1, 2016, for Project Manager services to perform the duties of the planning, construction and outfitting of the HHCC dispatch center, and to provide a Dispatch Center Manager for day to day operations services, including IT management services; and

Whereas, in its vote on July 11, 2017 approving the acceptance of Richmond Heights as an Original Member of the HHCC, the Board conditioned the approval on the payment by Richmond Heights of its proportionate share of the cost of the Project Manager contract between the HHCC and CVD beginning on December 1, 2016, and Richmond Heights has agreed to said condition, as set forth in this Agreement; and

Whereas, in Ordinance No. \_\_\_\_\_, enacted on \_\_\_\_\_, 2017, the Council of Richmond Heights authorized the Mayor of Richmond Heights to enter into the Amended COG Agreement and this Agreement in order for Richmond Heights to become an Original Member of the HHCC.

Now, therefore, the Parties agree that in addition to the terms of the Amended COG Agreement, Richmond Heights agrees to the following:

1. Beginning on the later of the Effective Date of this Agreement and the Effective Date of the Amended COG Agreement, Richmond Heights shall be an Original Member of the HHCC ("Membership Effective Date").
2. Beginning on or after the Membership Effective Date, CVD will send a monthly invoice to Richmond Heights for its proportionate monthly share of the cost of the HHCC-CVD Project Management and Operations Management Services Contract dated December 1, 2016, as set

forth in the Amended COG Agreement, said CVD Contract and this Agreement, and Richmond Heights shall pay such invoices promptly.

3. The "proportionate monthly share" to be paid by Richmond Heights shall be calculated as follows:
  - a. Phase 1 - Phase 1 of the establishment of the HHCC Dispatch Center shall extend from the Effective Date of the original COG Agreement (June 28, 2016) until the first date that the dispatch center provides dispatch service for one or more Members. (Section VII. B. 1.) If the Richmond Heights Membership Effective Date occurs during Phase 1, the CVD fee shall be apportioned among the members as follows:
    - i. Pursuant to Section VII. B. I. and VII. C. of the Amended COG Agreement, Initial Phase 1 start-up costs for HHCC that are not otherwise covered through grants and/or in-kind services, as determined by the Board, shall be borne equally by the Members.
    - ii. Pursuant to the CVD Contract, HHCC owes CVD \$125,000 per year, or \$10,416 per month (except \$10,424 in the 12<sup>th</sup> month each year). Each of the four Original Members of HHCC has paid \$2,604 per month starting December 1, 2016.
    - iii. Beginning on the first day of the month following the Richmond Heights Membership Effective Date, each of the five Original Members shall owe \$2,083.20 per month during Phase 1.
  - b. Phase 2 - Phase 2 of the establishment of the HHCC dispatch center shall extend from the first date that the dispatch center provides dispatch service for one or more Members, until the date on which all five Original Members are provided full dispatch services (i.e. for police, fire and EMS) through the HHCC dispatch center. If the Richmond Heights Membership Effective Date occurs prior to or during Phase 2, the CVD fee shall be apportioned among the members as follows during Phase 2:
    - i. The CVD fee will be included with all other operational expenses for the HHCC.
    - ii. On July 11, 2017, the HHCC Board approved a formula for allocating operational costs, such as the CVD fee, among the HHCC members during Phase 2.
    - iii. During Phase 2, the operational costs, including the CVD fee, shall be borne by the Members according to the EastCom Joint Dispatch Center formula, as set forth in the Amended COG Agreement (Section VII. E.), *as modified* to take into account the expected staggered transition of member city police and fire dispatch operations into the new dispatch center (see the Minutes of the July 1, 2017 Board Meeting.)
  - c. Beginning with the full operation of the HHCC Dispatch Center for all five Members, the Members shall pay the CVD fee as part of the operational expenses, as set forth in the Amended COG Agreement.
  - d. In addition to its proportional monthly amount of the CVD fee, calculated as set forth above, Richmond Heights shall be invoiced and shall pay an additional amount (the "Adder") for the first full thirty six (36) calendar months after its Membership Effective Date, calculated as follows:
    - i. The proportional monthly amount (PMA) that would have been paid by Richmond Heights had it been an Original Member starting on or before December 1, 2016.
    - ii. multiplied by the number of months between December 1, 2016 and the last day of the month in which its Membership Effective Date occurs (#M).
    - iii. divided by 36.

[PMA x #M/36 = monthly Adder]

- e. The following is an example of the application of the formula to determine the monthly Adder:
  - i. If the Richmond Heights Membership Effective Date occurs on September 1, 2017, there would have been 9 months between December 1, 2016 (the starting date for the CVD Contract) and the last day of August, 2017.
  - ii. The monthly fee during this period (which is within Phase 1 of the HHCC transition) would have been \$2,083.20 for Richmond Heights, or \$18,748.80 for the total period of 9 months (i.e. 9 x \$2,083.20).
  - iii. When that total is divided by 36 months, the total Adder each month for the 36 month period would be \$520.80. Thus, in September 2017, Richmond Heights would owe \$2,604.00 (i.e. \$2,083.20 + \$520.80) under this scenario.
4. Richmond Heights acknowledges and agrees that all decisions heretofore made by the HHCC Board and its officers, agents and consultants shall apply to Richmond Heights as a Member of HHCC.
5. No other conditions to the membership of Richmond Heights shall apply other than what is stated in the Amended COG Agreement and this Agreement. Other than the Adder amount calculated as described in this Agreement, all amounts owed by Richmond Heights shall be determined by the terms of the Amended COG Agreement, and as it may be amended from time to time, and as may be determined by the Board as permitted by said COG Agreement.

The duly authorized representative of each party to this Agreement named below has signed this Agreement showing such party's agreement, effective on the Effective Date first set forth above.

**HEIGHTS-HILLCREST COMMUNICATIONS CENTER (HHCC)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tanisha Briley, Chairperson of the Board

Approved as to Form:  
Date: \_\_\_\_\_  
William M. Ondrey Gruber, Counsel to HHCC

**CITY OF RICHMOND HEIGHTS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Roche, Mayor

Approved as to Form:  
Date: \_\_\_\_\_  
R. Todd Hunt, Director of Law