

RESOLUTION NO.: 80-2024
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT ESTABLISHING THE CRISIS ASSISTANCE AND LOCAL LINKAGE (“FIRST CALL”) PROGRAM BETWEEN THE CITIES OF CLEVELAND HEIGHTS, RICHMOND HEIGHTS, SHAKER HEIGHTS, SOUTH EUCLID AND UNIVERSITY HEIGHTS.

WHEREAS, a few years ago, the Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid, and University Heights (the “Cities”) formed a Regional Council of Governments (“COG”), pursuant to Chapter 167 of the Ohio Revised Code, called the “Heights-Hillcrest Communications Center (“HHCC”) to establish and operate a joint Police, Fire and Emergency Medical Services (“EMS”) communications system for the dispatch of Police, Fire and EMS services in and for the Cities;

WHEREAS, as of January 1, 2022, HHCC was dissolved and its members joined the Chagrin Valley Dispatch Council (“CVD”), while continuing to operate as a separate Cleveland Heights Center within CVD;

WHEREAS, the City of Shaker Heights created a pilot Mental Health Response Program (“MHRP”) by contracting with MetroHealth System’s Recovery Resources on November 1, 2021, and in November 2022 Shaker Heights hired a full-time Licensed Independent Social Worker (“LISW”) to continue the work of the MHRP;

WHEREAS, the MHRP responds to eligible crisis calls simultaneously with, and separately from, first responders, engages with persons in crisis and first responders to assist persons in crisis and provide ongoing follow-up and referrals to other programs, to address any barriers to getting help, and to offer ongoing support;

WHEREAS, in March 2023, in response to the success of the MHRP, the Cities expressed interest in the establishing a similar program to the MHRP, and have agreed to work together to establish a joint program to be called the First Crisis Assistance and Local Linkage (“First CALL”) Program, to be operated by the City of Shaker Heights on behalf of the five Cities;

WHEREAS, the Cities applied for and received a grant from the Department of Justice, COPS office, FY23 Implementing Crisis Intervention Teams - Community Police Development in the amount of \$399,846 as the first source of funding for the Program, and are seeking additional funding, and the Cities have agreed to provide funding for the startup and ongoing operation of the Program;

WHEREAS, Shaker Heights is separately entering into a contract on behalf of the Cities with Recovery Resources, which is a part of MetroHealth System, to hire and train staffing for the Program, with the extent of services to be provided subject to the funding received from grant sources and the contributions of the Cities;

WHEREAS, the intended services will include the hiring by Recovery Resources of licensed mental health professionals and peer support specialists that will work in the Program in the five Cities and at the joint dispatch center operated by CVD;

WHEREAS, the First CALL Program will be funded with grant funds and funding by each of the participating Cities, in proportionate amounts as established in the Agreement attached hereto as Exhibit A (without exhibits, which are on file with the Clerk of Council);

WHEREAS, for year one of the Program, Richmond Heights shall contribute \$14,792 to the City of Shaker Heights, the Operator of the Program, and for year two of the Program, Richmond Heights' contribution is projected to be \$5,987;

WHEREAS, this Council desires to authorize the Mayor to execute an Agreement Establishing the Crisis Assistance and Local Linkage ("First CALL") Program between the Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid and University Heights, substantially in the form of the Agreement attached hereto as Exhibit A.

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 execute an Agreement between the Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid and University Heights substantially in the form of the Agreement attached hereto as Exhibit A, for the establishment of the First CALL Program for an amount not to exceed \$14,792 for year one of the Program.

Section 2: The Director of Finance shall utilize Fund No. 100-7150-52195 for the cost of the Agreement authorized in Section 1 of this Resolution. Funding for subsequent years of the First CALL Program (the City's "Annual Contribution") shall be subject to appropriation of funds by 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 shall take effect and be in force immediately upon its passage and signature by the Mayor.

PASSED: May 21, 2024

APPROVED: May 21, 2024

ATTEST: Tracey Blair
Tracey Blair
Clerk of Council

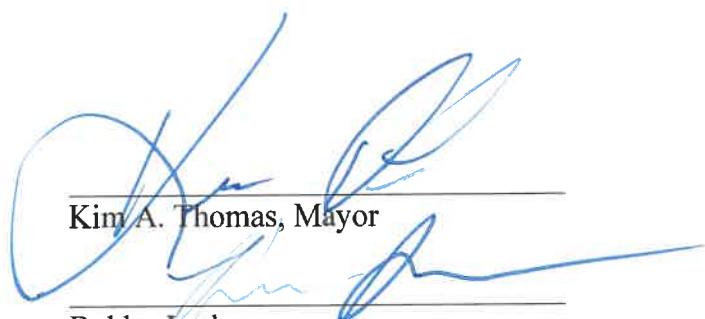

Kim A. Thomas, Mayor
Bobby Jordan
President of Council

EXHIBIT A

AGREEMENT ESTABLISHING THE CRISIS ASSISTANCE AND LOCAL LINKAGE (CALL) PROGRAM BETWEEN THE CITIES OF CLEVELAND HEIGHTS, RICHMOND HEIGHTS, SHAKER HEIGHTS, SOUTH EUCLID AND UNIVERSITY HEIGHTS

The Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid, and University Heights (hereafter the "Cities" or "Parties") hereby enter this Agreement to establish the Crisis Assistance and Local Linkage (CALL) Program (referred to herein as the "Program") this _____ day of _____, 2024 ("Effective Date").

Whereas, the Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid, and University Heights formed a Regional Council of Governments ("COG"), pursuant to Chapter 167 of the Ohio Revised Code, called the "Heights-Hillcrest Communications Center" ("HHCC"), to establish and operate a joint Police, Fire and Emergency Medical Services ("EMS") communications system for the dispatch of Police, Fire and EMS services in and for the Cities; and

Whereas, as of January 1, 2022, HHCC was dissolved and its members joined the Chagrin Valley Dispatch Council (CVD), while continuing to operate as a separate Cleveland Heights Center within CVD; and

Whereas, the City of Shaker Heights created a pilot Mental Health Response Program (MHRP) by contracting with MetroHealth System's Recovery Resources on November 1, 2021, and in November 2022 Shaker Heights hired a full-time Licensed Independent Social Worker (LISW) to continue the work of the MHRP; and

Whereas, the MHRP responds to eligible crisis calls simultaneously with, and separately from, first responders, engages with persons in crisis and first responders to assist persons in crisis and provide ongoing follow-up and referrals to other programs, to address any barriers to getting help, and to offer ongoing support; and

Whereas, in March 2023, in response to the success of the MHRP, the Cities expressed interest in the establishing a similar program to the MHRP, and have agreed to work together to establish a joint program to be called the Crisis Assistance and Local Linkage (CALL) Program, to be operated by the City of Shaker Heights on behalf of the five Cities; and

Whereas, the Cities applied for and received a grant from the Department of Justice, COPS office, FY23 Implementing Crisis Intervention Teams - Community Police Development in the amount of \$399,846 as the first source of funding for the Program, and are seeking additional funding, and the Cities have agreed to provide funding for the startup and ongoing operation of the Program; and

Whereas, Shaker Heights is separately entering into a contract on behalf of the Cities with Recovery Resources, which is a part of MetroHealth System, to hire and train staffing for the Program, with the extent of services to be provided subject to the funding received from grant sources and the contributions of the Cities; and

Whereas, the intended services will include the hiring by Recovery Resources of licensed mental health professionals and peer support specialists that will work in the Program in the five Cities and at the joint dispatch center operated by CVD; and

Whereas, each Participating City has duly authorized the execution of this Agreement through the adoption of legislation by each City's Council; and

Whereas, Ohio law provides, in Section 9.482, that a political subdivision may enter into an agreement with another political subdivision whereby the contracting political subdivision agrees to exercise any power, perform any function, or render any service for the contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

NOW, THEREFORE, in consideration of the mutual promises herein, the undersigned Cities agree as follows:

I. Purpose of the Program

A. The purpose of the Program is to provide help to the Police and Fire Departments of the Cities in order to better respond to the mental health needs of their communities. Specifically, the Program will embed full-time social workers (or other licensed mental health professionals) and peer support specialists, in teams, with the Cities' Police and Fire Departments, as well as to work independently. They will work with the Police officers and firefighter/paramedics to meet the needs of residents experiencing a mental health crisis, to provide resources and to follow-up initial responses as needed. This includes responding to 911 calls when appropriate. The Program will also place a mental health professional at the joint dispatch center, and provide training in mental health response to Police officers and firefighter/paramedics.

B. The purpose of this Agreement is to formalize the operational relationship between the Parties for the establishment of the Program. It is essential that a cooperative effort between the Parties be established and maintained to ensure an effective and efficient Program to assist first responder operations in the Cities. This Agreement is intended to provide support for the start-up of this new Program, to seek additional funding sources to provide for the operation of the Program, and to foster an efficient and cohesive Program, all as may be amended from time to time in writing by the Cities.

C. Nothing in this Agreement shall be construed as limiting or impeding the basic spirit of cooperation between the Cities, or the operations of each City's Police and Fire Departments within its own City.

II. Term of Agreement and Start-up of the Program

A. This Agreement shall be in full force and effect, beginning on the Effective Date first written above, and ending twenty-four (24) months thereafter. This Agreement shall automatically renew for successive twenty-four (24) month periods for as long as there are two or more Parties continuing membership in the Program, or until this Agreement is terminated as set forth herein. This Agreement may be terminated, or any party may withdraw or be considered to have voluntarily withdrawn, as set forth in Section IX herein.

B. It is the intent of the Parties that the Program shall begin with the hiring and training of staff in May 2024, with the Program beginning in June 2024, possibly with a phase-in of the services as funding and staffing are available. The Program Coordinator (as defined below) shall keep the Parties informed as to the timing and phase-in of the Program start-up. If necessary, adjustments may be made to any dates and timeframes set forth in this Agreement, with the concurrence of the Board.

III. Governance of the Program

A. Advisory Board: The Program shall be governed by an Advisory Board ("the Board") consisting of the Mayor of each City or their designee. The Board shall meet at such times and places as agreed upon by the Board Members. All Board decisions must be approved by a simple majority of the Board, unless otherwise specified in this Agreement. In case of a deadlock, the Cities contributing the majority of the annual budget shall prevail; i.e. the annual contribution of each City on either side of a vote shall be added up, and the position of the side with the greatest contribution shall prevail.

B. Program Operator and Fiscal Agent: The City of Shaker Heights shall serve as the Operator of the Program and Fiscal Agent ("Operator"). The Advisory Board may, by a favorable vote of two-thirds (2/3) of the members, approve another member as Operator and/or Fiscal Agent.

C. Program Coordinator: The Operator shall appoint a Program Coordinator, with the concurrence of the Board ("Coordinator"), who shall be an employee of the Operator, with their salary and benefits paid for through Program funds. The Parties agree that the initial Coordinator shall be Annette Amistadi, an employee of the City of Shaker Heights. The Board may remove the Coordinator at any time by majority vote. The Coordinator shall be responsible for the day-to-day management and operations of the Program, subject to this Agreement.

D. Contracts: The Operator, consistent with the Program Annual Budget described below, may contract or enter into agreements with any person, federal, state or local agency or public or private organization, and any local agency or political sub-division of the state may contract with the Operator, to carry out the purposes of this Agreement. This shall include contracts for grants, loans, contributions, and any other assistance available from Cuyahoga County, the State of Ohio and instrumentalities of the United States. The Operator shall follow its own purchasing and contracting policies, procedures and legal requirements, including, but not limited to, its competitive bidding requirements in making any purchases and in entering into any contracts or other agreements.

E. Contract with Recovery Resources: The Operator is contracting with Recovery Resources for an initial period of two years, through April 30, 2026, to provide professional services for the Program, as directed by the Coordinator. The final executed Contract shall be attached to this Agreement as Exhibit A, and incorporated herein. Recovery Resources, in coordination with the Coordinator, will hire licensed mental health professionals and peer support specialists who will work exclusively on the Program that will serve the Cities and place a mental health professional at the joint dispatch center. Recovery Resources will also hire an independent licensed mental health professional to provide administrative/clinical supervision for those hired to work in the Program. Recovery Resources will also provide training and support services.

F. Contract for Evaluation and Assessment of the Program: The Operator is contracting with two consultant experts affiliated with Cleveland State University to perform an evaluation and assessment of the first two years of the Program, and to provide recommendations for improvements, as well as reporting data on the results of the Program, all as required by grant funding received for the Program. A copy of these contracts, once executed, shall be attached to this Agreement as Exhibits B and C, and incorporated herein.

IV. Funding and Budget

A. Initial Two-Year Budget: The initial two-year budget shall be as set forth in the attached Budget, which is marked as Exhibit D, and incorporated herein. Any changes to the Budget necessitated by increased expenses and/or an increase or decrease in revenue, lack of revenue or any City withdrawing, shall require a Budget modification and changes to each City's contribution based on the allocation formula below. The Coordinator shall prepare any adjustments to the Budget and present them to the Board for approval.

B. City Contributions: As set forth in the Budget (Exhibit D), the Cities shall contribute the following toward the operation of the Program for the first two years:

1. For Year One of the Program, each City shall contribute \$14,782 within thirty (30) days after the Effective Date of this Agreement. Payment shall be made to the Operator City of Shaker Heights. The total contribution from the Cities shall be \$73,910, which shall be utilized for capital expenditures.
2. For Year Two of the Program, it is estimated that each City's contribution shall be the following amount for operating expenses, which is calculated as shown on Exhibit E,

which is attached hereto and incorporated herein, by making payment to the Operator City of Shaker Heights no later than January 15, 2025:

Cleveland Heights - \$ 16,888 (33.78%)
Shaker Heights - \$ 12,584 (25.17%)
South Euclid - \$ 9,153 (18.31%)
Richmond Heights - \$ 5,987 (11.97%)
University Heights - \$ 5,388 (10.78%)

The total contribution from the Cities will be an estimated \$50,000. Any City may prepay its contribution for the first two years. Any adjustments to the budget agreed upon by the Parties based on revised cost estimates and/or actual program expenditures and their allocation to the Parties may result in an adjustment of the figures in B. 2. above. Any resulting additional payment that is due from each City shall be paid within thirty (30) days after such adjustment is agreed upon and invoiced to the City or Cities by the Operator. Any resulting overpayment shall be credited to the City or Cities making such payment for the following year's allocated amount due from such City or Cities.

C. Operator Discount: After the first year of the Program, the Operator shall receive an annual administrative discount of one thousand five hundred dollars (\$1,500). This sum, which may be adjusted annually by the Board, shall be deducted from the Operator City's annual budget obligation.

D. Fiscal Year: The Program's Fiscal Year shall be May 1 through April 30 of each year. The Fiscal Year may be adjusted by the Board after the initial first two years of the Program.

E. Annual Budget:

1. The Coordinator shall submit a proposed final 2nd year budget to the Board by October 1, 2024. The Board shall meet on the proposed budget and recommend, by October 15, 2024, a budget to operate the Program during the following fiscal year. The Annual Budget shall be approved by the Board, and by the Council of the Operator, not later than December 31, 2024.
2. Thereafter, each year the Coordinator shall prepare a proposed budget for the following fiscal year for the Program and submit it to the Board by October 1st. The Board shall meet on the proposed budget and recommend by October 15th a budget to operate the Program during the following fiscal year. The Annual Budget shall be approved by the Board, and by the Council of the Operator, not later than December 31st of each year.
3. The Annual Budget shall include operational and capital expenses, and shall be based on such assets and revenues as may be held by the Operator for the Program and as may be paid by each City according to each City's proportionate share, as determined below.

F. Expenditures: The budget shall provide detailed itemization describing the available funds, and the purchases and other expenditures intended to be made during the Budget year, including for the purchase, replacement, and maintenance of equipment, training, including tuition costs, and such other capital and operational expenses as recommended by the Coordinator and approved by the Board. The Coordinator shall utilize the available funds as set forth in the approved Budget. No expenditure may be made which is inconsistent with the approved Budget without the approval of the Cities, and expenditures must be made in accordance with the requirements of any grants received. All expenditures shall be made following the policies and procedures of the Operator.

G. Compensation: Except as otherwise provided herein, and except for the funds provided to the Operator for the operation of the Program, the Operator shall receive no compensation for its services. No compensation shall be paid by the Program to any participating City or to CVD for use of space at any City's buildings or for any other services that a participating City or CVD may provide.

H Participating City Annual Contributions to the Program: After the first year of the Program, apportionment of the cost of the annual budget expenditures, which includes capital expenses, operational expenses, and any share of payment to cover the Operator discount, shall be paid for through grants, and any portion not paid through grants shall be paid by the Cities as set forth herein and on the basis of the formula set forth in Exhibit E. The formula may be modified from time to time as approved by the Board. The annual payment from each City, as determined by the Board, shall be referred to as a City's "Annual Contribution."

I. Payments by Cities Subject to Each City's Laws. Any payments by a participating City for its initial contributions in the first two years of the Program, its Annual Contribution or any other payment called for by this Agreement, shall be subject to each City's policies, procedures and legal requirements relative to budgeting, appropriations and expenditures. No use of the funds contributed by a participating City may be made by the Operator on behalf of the Program unless such expenditure is consistent with the Annual Budget of the Program.

J. Failure to Provide City's Proportionate Share: If a participating City does not meet its financial obligations within a ninety (90) day grace period after payment is due, no services under the Program will be provided within that City thereafter until payment is made. If within one hundred eight (180) days after payment is due, a City has not made full payment of amounts due, that City will be considered to be in default, and that the Operator, will forfeit all of its interests and rights in the Program, and will no longer be considered a member or to have any rights in any property purchased under the Program.

V. Staffing of the Program

A. The staffing of the Program shall be governed by this Agreement. The overall intent for the formation of the Program is that the Operator shall contract for services, including staffing of the Program.

B. Specific staffing levels of the Program shall be determined as approved in the annual budget by the Board.

VI. Vehicles, Equipment, Uniforms, and Office Space

A. All equipment, supplies, vehicles or other property purchased for the Program by the Operator shall be considered joint property of the Program. Such property shall be maintained by the Operator. The Operator shall provide insurance coverage for such property through the Program.

B. The Operator shall determine to purchase, lease or contract for equipment, uniforms, supplies or vehicles, new or used, as set forth in the annual budget. Any such purchase, lease or contract shall be made by the Operator with Program funds held by the Operator, pursuant to the policies and procedures of the Operator. No such expenditure may be made unless the expenditure is consistent with and included in the Annual Budget of the Program. Any expenditure that is not included in the Annual Budget must be approved in writing by the Board.

C. In order to avoid using outdated or faulty equipment, the Operator may trade-in or sell equipment purchased with Program funds, and such actions shall be in accordance with the policies and procedures of the Operator. Any revenue from such action shall be retained by the Operator on behalf of the Program for its use, including for the purchase of replacement equipment.

D. Each City shall provide sufficient office or other similar space for Program staff assigned to work in that City for use during their work hours when not in the field. Such space and any related needed telecommunications and computer equipment and office supplies shall be provided by the Operator, or as otherwise agreed with each City. Any equipment or supplies provided by the office space's host City, and any in-kind use of space, utilities, common areas, bathrooms, etc. in and around such office space shall be at such host City's own expense.

VII. Communications

It is understood that the sharing of information between the Parties is an essential component of the Program. However, due to the sensitivity of certain information and laws related to public records, the following protocols are specified in this Agreement.

A. Parties will cooperate with each other in an effort to ensure that each City's interests are taken into consideration prior to the dissemination of information to the news media.

B. The Cities agree that certain information may not be disclosed, or may not be initially disclosed, due to the nature of an on-going investigation, an individual's rights, as required by law, or for other legitimate considerations.

C. Under no circumstances shall the Cities, or any employee or agent of such participating Cities, speak publicly for any of the other Cities. When possible, every effort will be made to coordinate the release of information by the Operator and/or between the Parties prior to release to the news media.

VIII. Liability

No participating City or any of its employees, officers or agents shall be liable in damages to another participating City, or its employees, officers or agents, its inhabitants, or its contractual obliges, or any person to whom service is being provided, for failure to answer any call for services, or for lack of speed in answering such call, or for failure or inadequacy of equipment, or for the negligence, misfeasance, or nonfeasance of its employees, or for any other cause whatsoever related to the rendering of Program services.

IX. Termination of the Agreement or Withdrawal

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 the Program, after payment of all costs and expenses of the Program, including the use or repayment of grant funds, shall be distributed to the Cities 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 the Operator with Program funds shall be disposed of as determined by the majority of the Board, following the policies and procedures of the Operator. The proceeds from the sale of any such items, and any remaining funds held by the Operator on behalf of the Program, shall be distributed proportionately to each Participating City that is a part of the Program at that time using the same formula set forth in this Agreement that is used to calculate the contribution of each City.

C. Any City may withdraw from this Agreement and the Program, and thereby discontinue its rights, obligations and duties under this Agreement by providing all other Participating Cities one hundred eighty (180) days advanced written notice of its intent to do so. Upon any such withdrawal, the withdrawing Participating City shall forfeit any and all rights to any funds of the Program or to any equipment jointly purchased hereunder, including, but not limited to, the future use of said equipment or the equity value thereof.

D. Any City that fails to meet its financial obligations, as set forth in Paragraph JV (H) and (J) herein, shall automatically be considered to have voluntarily withdrawn from this Agreement and as a member of the Program. The Board may, by a favorable vote of a minimum of two-thirds (2/3) of the members, vote to terminate the participation and membership of any member that fails to meet its obligations under this Agreement.

X. Dispute Resolution

Any dispute among the member Cities with regard to the operation, funding or any other issue concerning the Program, shall, whenever possible, be resolved by the Board. The Board may request a recommendation from a committee comprised of the Chiefs of Police and Fire of the Cities. If reasonable efforts to resolve any dispute in this manner shall fail, the Cities agree to utilize mediation by a third party selected by mutual agreement of a majority of the Board. Other than as specifically set forth in this Agreement, the Cities shall not be deemed to have waived any rights each such Party shall have under the law.

XI. Addition of New Member Cities

The Board may consider another community's request to join in this Agreement after reviewing a report and recommendation from the Coordinator. A community approved by the Board to join the Program shall, after executing this Agreement, be assessed a start up fee determined by the Board. The joining community shall adhere to the policies and procedures set forth in this Agreement.

XII. Amendments to the Agreement

This Agreement may be modified at any time by the written consent of all of the member Cities. Modifications shall have no force and effect unless such modifications are in writing and signed by authorized representatives of each of the Cities. The approval of each City shall be subject to the policies and procedures of said City, and as required by law.

Exhibit A – Contract with Recovery Resources

Exhibits B and C – Contracts with Consultants from CSU for Assessment of Program

Exhibit D – Initial 2-Year Budget

Exhibit E – Formula for Contribution from Cities

WHEREFORE, authorized representatives of each City in this Agreement, indicating their Party's approval of the terms herein, have signed as of the dates set forth below.

CITY OF CLEVELAND HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF RICHMOND HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SHAKER HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SOUTH EUCLID

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF UNIVERSITY HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR LEGAL FORM:

CITY OF CLEVELAND HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF RICHMOND HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SHAKER HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SOUTH EUCLID

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF UNIVERSITY HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____