

RESOLUTION NO.: 75-2021
INTRODUCED BY: Mayor Roche

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CHAGRIN VALLEY DISPATCH COUNCIL ("CVD") TO JOIN CVD'S JOINT POLICE, FIRE AND EMERGENCY MEDICAL SERVICES COMMUNICATIONS SYSTEM FOR THE DISPATCH OF POLICE, FIRE AND EMS SERVICES IN AND FOR MULTIPLE COMMUNITIES, AND AUTHORIZING THE CITY TO APPROVE THE DISSOLUTION OF THE HEIGHTS-HILLCREST COMMUNICATIONS CENTER.

WHEREAS, the cities of Shaker Heights, Cleveland Heights, South Euclid and University Heights (the "Original Cities") entered into an Agreement effective on June 28, 2016, to form a Regional Council of Governments ("COG"), pursuant to Chapter 167 of the Ohio Revised Code, to be called the "Heights-Hillcrest Communications Center" ("HHCC");

WHEREAS, on September 1, 2017, the Original Cities entered into an amended COG Agreement with the City of Richmond Heights to add that City to the HHCC as an Original Member (together referred to as the "Cities");

WHEREAS, the HHCC was formed 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, on December 1, 2016, HHCC entered into an Agreement with the Chagrin Valley Dispatch Council (CVD), for CVD to provide the services of a Project Manager to perform the duties of the planning, construction and outfitting of the dispatch center, and to perform the ongoing services as Dispatch Center Manager for day to day operations services, including IT management and financial services, and that services agreement expires on November 30, 2021;

WHEREAS, the Board of the HHCC, which is comprised of the Mayors and City Manager of each member of HHCC, or their representatives, has, by consensus, agreed to consider a proposal to dissolve HHCC and individually join the Chagrin Valley Dispatch Council ("CVD"), while continuing to operate as a separate Cleveland Heights Center within CVD;

WHEREAS, the authorization for each member to dissolve the HHCC and join CVD, is subject to the approval of each city's council;

WHEREAS, CVD serves 28 communities, and a merger of HHCC into CVD would provide cost savings, particularly for employee health care, due to the purchasing power and ability to negotiate of a larger COG, utility expense savings (IT network), and in contractual services, and CVD has an enterprise fund with revenue from CVD assistance to entities outside of CVD, and the fund benefits all of CVD for future, significant purchases;

WHEREAS, CVD currently qualifies for funding from the State of Ohio Wireless 9-1-1 fund, while HHCC does not;

WHEREAS, Fire dispatching efficiencies would be enhanced with a larger dispatch operation;

WHEREAS, the Federal, State and County governments have a common policy and practice of encouraging communities to consolidate dispatch operations;

WHEREAS, this Council agrees that it is in the best interests of the City and its citizens that the City should agree to dissolve HHCC and enter into an agreement to join CVD.

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

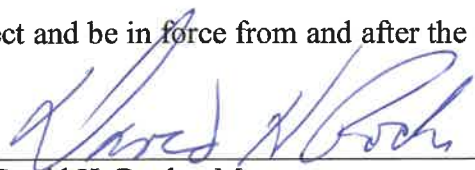
Section 1. This Council hereby authorizes the City to vote as a member of the Heights-Hillcrest Communications Center (HHCC) to dissolve the HHCC as a Council of Governments, to assign all of the assets of the HHCC to the Chagrin Valley Dispatch Council (CVD), and to take such other actions as are necessary in order to terminate the operations of HHCC, and to permit the continued operations of the Cleveland Heights Dispatch Center within CVD without interruption.

Section 2. This Council hereby authorizes the Mayor to enter into an agreement to join the Chagrin Valley Dispatch Council (CVD), and to take such other actions and enter into such other agreements as are necessary to permit the continued operations of the Cleveland Heights Dispatch Center within CVD without interruption. The agreement between the City and CVD shall be in the form substantially as set forth in the agreement on file in the office of the Clerk of Council and shall contain such terms and conditions as are acceptable to the Director of Law.

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 from and after the earliest period allowed by law.

PASSED: August 10, 2021


David H. Roche, Mayor

APPROVED: August 10, 2021

ATTEST: Betsy Traben
Betsy Traben
Clerk of Council


Eloise Cotton-Henry
President of Council

EXHIBIT "A"

CHAGRIN VALLEY DISPATCH COUNCIL
NEW MEMBER PARTICIPATION AGREEMENT
WITH THE CITY OF RICHMOND HEIGHTS

This Chagrin Valley Dispatch Council New Member Participation Agreement is made this ____ day of _____, 2021 by and between the City of Richmond Heights, an Ohio political subdivision, ("City") and the Chagrin Valley Dispatch Council ("CVD").

WHEREAS, on the 10th day of June, 2013, eight Ohio political subdivisions: Village of Bentleyville, Chagrin Falls Township, Village of Chagrin Falls, Village of Hunting Valley, Village of Moreland Hills, Orange Village, Village of South Russell, and Village of Woodmere, executed the Restated and Amended Agreement of the Chagrin Valley Dispatch Council, Exhibit "A" attached hereto; and

WHEREAS, on May 21, 2013, the Village of Gates Mills became a participating member of the CVD, on August 27, 2013, the Village of Highland Hills became a participating member of the CVD, on April 3, 2014, the Village of North Randall became a participating member of CVD; on December 5, 2014, the City of Euclid became a participating member of the CVD; on January 6, 2016, the Village of Bratenahl became a participating member of the CVD; on August 1, 2016, the City of Solon became a participating member of the CVD; on May 10, 2017, the City of Bedford became a participating member of the CVD; on December 19, 2018, the City of Brecksville became a participating member of the CVD; on December 19, 2018, the City of Broadview Heights became a participating member of the CVD; on January 11, 2018, the City of Independence became a participating member of the CVD; on January 11, 2018, the City of Seven Hills became a participating member of the CVD; on February 28, 2018, the City of Maple Heights became a participating member of the CVD; on August 8, 2018, the City of Brooklyn became a participating member of the CVD; on September 17, 2020 the Cleveland Metroparks became a participating member of the CVD.

WHEREAS, City desires to become a participating member in said Restated and Amended Agreement dated June 10, 2013, with such membership to be effective August 1, 2021, with its dispatch services to be provided AT CVD's Heights-Hillcrest Communications Center location.

WHEREAS, the CVD desires to accept City as a new member upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained, City and the CVD agree as follows:

1. Effective August 1, 2021, City is hereby included as a Member of said Restated and Amended Agreement upon City's authorization and execution of this CVD New Member Participation Agreement.
2. As such New Member, payment of dues by City to the CVD shall be as follows:
 - a. 2021 One-Time Facilities and Equipment Component of Capital Charge Share less the Credit for the HCC's facilities and equipment purchased and assembled by City, with such

facilities and equipment listing attached hereto: \$ -0-

Total One-Time Capital Charge Share: \$ -0-

ii. 2021 One-Time Facilities and Equipment
Credit to City's Capital Charge Share and the
total one-time Capital Charge Share shall be
specifically conditioned upon:

A. The execution of an Assignment and all other
documentation required for the transfer of
ownership of said facilities and equipment to CVD,
the rental of HHCC's facility and all other equipment and
related software and other items necessary for
the continuation of the HHCC 's operation by CVD; and

B. The termination of the Agreement between
HHCC and CVD to provide Management Services,
Day to Day Operations Services and IT Management
Services to the HHCC.

b. 2021 Operating Cost Share as follows:

i. 2021 Operating Cost Share (\$355,274.64) prorated
amount due for 8-1-2021 through 12-31-2021. \$ 148,031.10

c. In addition, continuing Monthly Dues payable
by City shall be determined and shall be
assessed City as set forth in Paragraph VII A.
of said Restated and Amended Agreement for
all years of City's such membership thereafter.

d. One month's working capital advance equal to
one month's dues is payable upon the effective
date of this Agreement, with such advance to be
returned to Member as applied to its last monthly
payment due the CVD should Member withdraw
from the CVD. \$ 29,606.22

e. CVD agrees to provide City with Radio
Preventive Maintenance and Support Services
at the cost of as agreed upon by City and CVD
for the year 2021 and thereafter as agreed upon
by City and CVD.

3. The City hereby accepts the terms by its authorization and execution of this New
Member Participation Agreement.

4. Unless specifically modified herein, it is agreed by the City and the CVD that all terms and conditions of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A" and incorporated herein shall be amended and remain in full force and effect with City included therein as a Member by the terms hereof.
5. This Chagrin Valley Dispatch Council New Member Participation Agreement and all the terms hereof are specifically contingent upon said Agreement being approved by the Richmond Heights City Council and by the Chagrin Valley Dispatch Council.
6. The City has and maintains current FCC radio licenses and permissions along with current contracted radio channel templates and licenses under the State of Ohio Multi Agency Radio Communication System. This Agreement does not supersede those licenses or contracts and the use of those licenses or contracts remains the proprietary interest of the City only. Additionally, by way of this Agreement, the City permits, to the extent possible by law, license or contract the CVD to use those frequencies, channel templates and licenses for radio communications with the City.

IN WITNESS WHEREOF, the parties have executed this CVD New Member Participation Agreement on the date first written above.

WITNESS:

CITY OF RICHMOND HEIGHTS:

David H. Roche, Mayor

WITNESS:

CHAGRIN VALLEY DISPATCH COUNCIL:

Mayor Kirsten Holzheimer Gail, President

Approved as to form only:

R. Todd Hunt, Director of Law
City of Richmond Heights

Approved as to form only:

David J. Matty, Director of Law
Chagrin Valley Dispatch Council

**A RESTATED AND AMENDED AGREEMENT CONTINUING
THE CHAGRIN VALLEY DISPATCH COUNCIL**

THIS RESTATED AND AMENDED AGREEMENT is made and entered into this 10th day of June, 2013, in Cuyahoga County, State of Ohio, by and among all the political subdivisions executing this Restated and Amended Agreement, pursuant to the authority granted by Chapter 167 of the Ohio Revised Code and, with the exceptions of townships, pursuant to the authority granted by Article XVIII, Section 3 of the Ohio Constitution.

WHEREAS, the Chagrin Valley Dispatch Council ("CVD") was established by an Agreement effective on April 6, 2011 by all parties hereto, a copy of which is attached hereto as "Exhibit A;" and

WHEREAS, all parties hereto desire to provide the methodologies for 1) the current and future capital and operating costs of the Chagrin Valley Regional Communications Center ("RCC"), 2) inclusion of new members to the CVD, 3) withdrawal from membership from and the dissolution of the CVD, and 4) all other matters relating to the dispatch of public safety services and operation of the CVD and/or RCC.

WITNESSETH:

The parties to this Restated and Amended Agreement, wishing to continue the CVD, 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 continued herein shall be the "Chagrin Valley Dispatch Council" ("CVD").

II. **PURPOSE**

The purpose of the CVD is to promote cooperative arrangements and coordinate action among its Members in matters relating to the dispatch of public safety services and the operation of the Chagrin Valley Regional Communications Center ("RCC").

III. **MEMBERSHIP**

The Members of the CVD are as follows:

Village of Bentleyville;
Chagrin Falls Township;
Village of Chagrin Falls;
Village of Hunting Valley;
Village of Moreland Hills;
Orange Village;
Village of South Russell; and
Village of Woodmere.

Such Membership shall be limited to the current political subdivisions located within the Chagrin Valley that are receiving public safety dispatch services from the RCC, and those political subdivisions that may in the future agree to a CVD New Member Participation Agreement to receive dispatch services from the RCC and are accepted under the terms and conditions herein as Members in the CVD.

For purposes of this Agreement, "political subdivision" shall have the same meaning as provided in Section 2744.01(F) of the Ohio Revised Code.

IV. ADMINISTRATIVE AUTHORITY

CVD shall continue and be administered in the following manner:

- A. Each political subdivision which is a party to this Agreement and any new member accepted by the CVD after the effective date of this Restated and Amended Agreement shall be a member of CVD ("Member"), and shall have one (1) Representative to the CVD Board of Trustees ("Board"). The Representative shall be the Mayor, Safety Director, Chairman of the Board of Trustees, or such other official as provided for in the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Representative of the political subdivision may designate an Alternate, who may act on behalf of the political subdivision in the absence of its Representative, if such designation is permitted pursuant to the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Board shall be vested with the authority to manage and operate the CVD, assess, allocate, and implement the capital improvements, equipment, and expenditures of the CVD, and may designate a person, or persons, to run the day-to-day operations of the CVD.
- B. Each Member of the CVD shall be entitled to one (1) vote on each item under consideration before the Board. Voting shall be done following the By-Laws and any amendments thereto as adopted by the CVD.
- C. The Board shall have the continuing authority to amend its By-Laws and otherwise adopt rules to govern its proceedings in any manner not in conflict with this Agreement.
- D. CVD shall also continue to annually elect, from its Representatives, the following officers: President, Vice President, and Secretary, and such other officers as the Board of Trustees may establish in its By-Laws. All officers elected at the annual meeting shall hold office for a term of one (1) year, or until a successor is elected and qualified. Officers shall serve without compensation.
- E. The Director of Finance of the Village of Chagrin Falls shall continue, *ex officio*, to serve as the Fiscal Officer of the CVD, and shall be a non-voting member of the Board, unless the Board by a two-thirds vote appoints a

different Fiscal Officer. The Fiscal Officer, or the Member which employs the Fiscal Officer, may receive from CVD such compensation or expense reimbursement as may be determined by the Board.

- F. The annual meeting of the CVD shall be held each year, at a time and place to be designated by the President. Special meetings may be called as provided in the By-Laws of the CVD.
- G. CVD shall purchase property and casualty insurance in order to protect property owned by CVD, as well as to protect the CVD and its employees from claims arising out of the operations or activities of the CVD or its employees. The Board may at their discretion purchase any other insurance it deems appropriate or necessary.

V. AUTHORITY OF CVD

CVD, by and through its Board, shall have the authority to perform all functions necessary to improve, maintain, and operate the RCC. CVD, by and through its Board, shall be authorized to direct the operations and activities of the RCC; provided, however, that each Member retains its right and duty to supervise and control the manner in which safety services, including police and fire protections, are provided within the Member communities, and the RCC shall supply communications services only.

Specifically, CVD shall have the authority to:

- A. Enter into contractual arrangements for services as deemed necessary and appropriate for the operation and/or betterment of the RCC;
- B. Employ staff to assist in the operations of the CVD or RCC, subject to the provisions of Article X of this Agreement;
- C. Purchase or lease or otherwise provide for supplies, materials, equipment and facilities deemed necessary and appropriate for the operation and/or betterment of the RCC;
- D. Accept and raise private and public monies for the operation and/or betterment of the RCC;
- E. Exercise any and all other powers and authorities available as set forth in Chapter 167 of the Ohio Revised Code.

VI. RESPONSIBILITIES OF THE MEMBERS

Each Member of CVD agrees to cooperate, insofar as it is practicable to do so, with the Board in the following matters:

- A. The furnishing of any information and assistance that may be reasonably necessary for the successful operation of the RCC; and
- B. The adoption of public safety policies, regulations, and laws that may be reasonably necessary for the efficient and effective operation of the RCC.

VII. ALLOCATION OF COSTS AND DISTRIBUTION OF MONEY

- A. Schedule and Determination of Monthly Dues. Each Member agrees to pay the Monthly Dues, as set forth on the Schedule of Monthly Dues, agreed upon by the majority of those Representatives or Alternates present at the meeting at which the Schedule of Monthly Dues is approved. The Monthly Dues may include a charge for capital improvements, equipment, and expenditures ("Capital Charge"), which Capital Charge shall be identified in the invoices to the Members. The methodology and/or methodologies for determining both the allocation of the CVD's Capital Charge and the CVD's operating expenses shall be as determined by said majority of Representatives or Alternates. The Operating Budget determination is based upon actual usage percentages of the prior year. Actual usage percentages shall include service calls as calculated by CVD operational staff. The initial Capital Charge determination is based upon a twenty-five percent (25%) fixed cost allocation and a seventy-five percent (75%) usage percentage with a prior five (5) year historical analysis. Such methodology and/or methodologies, as so determined currently or in the future, shall supersede any prior ordinance, resolution and/or contract, or any part thereof, of any Member relating to radio call service and reverse 9-1-1 service prior to the adoption of this Restated and Amended Agreement by such Member.
- B. Dues to be Paid By and Obligations of New Members. New Members of the CVD, admitted after the effective date of this Restated and Amended Agreement, shall be admitted only if they receive an affirmative vote of two-thirds (2/3) of those Representatives or Alternates present at a meeting at which a new Member is considered, upon the terms and conditions set forth in a Chagrin Valley Dispatch Council New Member Participation Agreement in the same form as "Exhibit B" attached hereto. Any political subdivision which becomes a Member in the CVD after the effective date of this Restated and Amended Agreement shall commence paying dues from the date of the execution of its Chagrin Valley Dispatch Council New Member Participation Agreement. Such dues are payable as agreed upon by the new Member and a majority of the current Members of the CVD present at the meeting at which a new Member is considered. The new Member's dues shall commence on the date of its execution of the Chagrin Valley New Member Participation Agreement and shall be paid as set forth in Article VII A. above. Use of any dues of a new Member shall be determined by a majority of the current CVD Members.

- C. Segregated Account Required for Dues Monies. The Fiscal Officer shall keep all monies collected hereunder in a segregated account.

VIII. ANNUAL OPERATING BUDGET OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER.

- A. Annual Operating Budget. Continuing during every year of operation, the CVD shall develop a Budget as soon as possible in each year. The CVD shall also set the Monthly Dues that must be paid by each Member and may require a payment by the Members of up to three (3) months of the Monthly Dues, which shall be retained and utilized as working capital, and require the payment of the Monthly Dues each month thereafter. Thereafter, the CVD shall establish and approve an annual Operating Budget for the RCC by January 31 of each year, along with a schedule of Monthly Dues to be paid by each Member. The Budget and Monthly Dues shall be as approved by a majority of those Representatives or Alternates present at the meeting at which the Budget is considered. The Budget shall include an amount to cover the reimbursement of the Staffing Member of the RCC, as established in Article X hereof.
- B. Fiscal Year. The CVD shall conduct its operations based upon a calendar fiscal year (January 1st to December 31st).
- C. Acceptance of Funding. The CVD may accept funding from Member political subdivisions, state and federal grant sources, and any other public or private source.

IX. LOCATION OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

The current location of the RCC is the Chagrin Falls Village Hall, 21 West Washington Street, in the Village of Chagrin Falls with its relocation to University Hospital Bedford Medical Center, 88 Center Road, Bedford, Ohio to occur upon the issuance of CVD's occupancy permit for the RCC at said location. The RCC will be so relocated only upon a vote of two-thirds (2/3's) of the Members of the CVD; otherwise the current location of the RCC shall remain at 21 West Washington Street, Chagrin Falls.

X. CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER PERSONNEL

The Village of Chagrin Falls, so long as the RCC is located within the Village of Chagrin Falls, or so long as no other Staffing Member is agreed upon by a majority of those Representatives or Alternates present at a meeting at which a new Staffing Member is considered, shall be the "Staffing Member" responsible for the hiring, firing and management of all of the dispatch employees necessary to operate the RCC. Another Member may serve as the Staffing Member in the event the RCC is moved outside the Village of Chagrin Falls, pursuant to Article IX hereof.

XI. EXISTING AGREEMENTS ASSIGNED; TRANSFER OF PERSONAL PROPERTY

There exist certain agreements between the Village of Chagrin Falls and other Members of the CVD for the provision of certain services (e.g. dispatching services and Reverse 911). By agreement of all of the parties hereto, all such agreements have already been assigned from the Village of Chagrin Falls to the CVD. The Village of Chagrin Falls previously transferred its ownership interest in all of the personal property used in the performance of dispatch services, which is inventoried and identified on "Exhibit C," appended hereto.

XII. ANNUAL REPORT

The CVD shall make an annual report to Board at the annual meeting.

XIII. CANCELLATION OF THE AGREEMENT

Any Member may withdraw from this Agreement, provided, however, that any such withdrawal shall be effective only on December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the President of CVD by registered mail or by personal service not later than July 1st prior to the effective date of such withdrawal.

In the event any Member withdraws, the withdrawing Member shall forfeit its interest in all capital assets of the CVD and the remaining Members shall continue the CVD unless otherwise agreed by the remaining Members.

XIV. AMENDMENTS

This Restated and Amended Agreement may be amended by a two-thirds vote of all Members of the CVD at any regular or special meeting thereof. Copies of any proposed amendments to this Restated and Amended Agreement shall be mailed to all Members not less than thirty (30) days prior to any meeting at which the proposed amendment is to be considered.

XV. SEVERABILITY

In the event any part of portion of this Restated and Amended Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Restated and Amended Agreement shall remain in full force and effect, and shall not be otherwise affected by any such ruling, finding, or decision.

XVI. SEPARATE ORIGINALS

The parties hereto shall each sign a separate original of this Restated and Amended Agreement and submit it to the Mayor of the Village of Chagrin Falls for safekeeping, who shall turn said agreements over to the Secretary of the CVD following the election of that officer.

XVII. EFFECTIVE DATE

This Restated and Amended Agreement shall take effect and be in force from and after the date the eighth Member signs the Agreement, which date shall be inserted in the first paragraph of this agreement by the Mayor of the Village of Chagrin Falls or the Secretary of the CVD, by said Secretary.

IN WITNESS WHEREOF, the parties hereto have caused this Restated and Amended Agreement to be duly executed, effective on the date indicated, by signing identical copies of this Restated and Amended Agreement, and have submitted it to the Mayor of the Village of Chagrin Falls or the Secretary of the CVD, along with a certified copy of the legislation authorizing the execution of this Restated and Amended Agreement.

[ON FILE]
POLITICAL SUBDIVISION

Date: _____

BY: [ON FILE]
(Signature)

Its: _____
(Office)

EXHIBIT "A"

RECEIVED

MAR 23 1991

AN AGREEMENT ESTABLISHING THE CHAGRIN VALLEY DISPATCH COUNCIL

VILLAGE OF
CHAGRIN FALLS

THIS AGREEMENT is made and entered into this 16th day of March, 2011, in Cuyahoga County, State of Ohio, 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, with the exceptions of townships, pursuant to the authority granted by Article XVIII, Section 3 of the Ohio Constitution.

WITNESSETH:

The parties 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 created hereby shall be the "Chagrin Valley Dispatch Council" (hereinafter, "CVD").

II. PURPOSE

The purpose of the CVD is to promote cooperative arrangements and coordinate action among its members in matters relating to the dispatch of public safety services and the operation of the Chagrin Valley Regional Communications Center ("RCC").

III. MEMBERSHIP

Eligibility to join the CVD shall initially be limited to political subdivisions located within the Chagrin Valley that are currently receiving public safety dispatch services from the Village of Chagrin Falls. The following political subdivisions currently receive public safety dispatch services from the Village of Chagrin Falls and are, therefore, immediately eligible to join the CVD:

Village of Bentleyville;
Chagrin Falls Township;
Village of Chagrin Falls;
Village of Hunting Valley;
Village of Moreland Hills;
Orange Village;
Village of South Russell; and
Village of Woodmere.

For purposes of this Agreement, "political subdivision" shall have the same meaning as provided in Section 2744.01(F) of the Ohio Revised Code.

Additional political subdivisions may request to receive dispatch services from the

RCC and apply for membership in CVD. New members of CVD shall only be admitted if they receive an affirmative vote of two-thirds (2/3) of those Representatives or Alternates present at a meeting at which a new Member is considered.

IV. ADMINISTRATIVE AUTHORITY

CVD shall be established and administered in the following manner:

- A. Each political subdivision which is a party to this Agreement shall be a member of CVD ("Member"), and shall have one (1) Representative to the CVD Board of Trustees ("Board"). The Representative shall be the Mayor, Safety Director, Chairman of the Board of Trustees, or such other official as provided for in the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Representative of the political subdivision may designate an Alternate, who may act on behalf of the political subdivision in the absence of its Representative, if such designation is permitted pursuant to the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Board shall be vested with the authority to manage and operate the CVD, and may designate a person, or persons, to run the day-to-day operations of the CVD.
- B. Each Member of CVD shall be entitled to one (1) vote on each item under consideration before the Board. Voting shall be done by the Representatives or Alternates who are present at the meeting, and no proxy or absentee voting shall be allowed. A quorum shall consist of a majority of the Representatives or Alternates of the Members of CVD.
- C. The first meeting of CVD shall be on or before May 31, 2011, at a time and place to be designated by the Mayor of the Village of Chagrin Falls, who shall act as temporary chairman at such first meeting. The first order of business shall be the adoption of by-laws. The Board shall have the continuing authority to amend its by-laws and otherwise adopt rules to govern its proceedings in any manner not in conflict with this Agreement.
- D. CVD shall also, at its first meeting and at its annual meeting thereafter, elect from its Representatives the following officers: President, Vice President, and Secretary, and such other officers as the Board of Trustees may establish in its by-laws. All officers elected at the annual meeting shall hold office for a term of one (1) year, or until a successor is elected and qualified. Officers shall serve without compensation.
- E. The Director of Finance of the Village of Chagrin Falls shall, *ex officio*, serve as the Fiscal Officer of the CVD, and shall be a non-voting member of the Board, unless the Board by a two-thirds vote appoints a different Fiscal Officer. The Fiscal Officer, or the Member which employs the Fiscal

Officer, may receive from CVD such compensation or expense reimbursement as may be determined by the Board.

- F. The annual meeting of CVD shall be in January of each year, at a time and place to be designated by the President. Special meetings may be called as provided in the by-laws of CVD.
- G. CVD shall purchase property and casualty insurance in order to protect property owned by CVD, as well as to protect the CVD and its employees from claims arising out of the operations or activities of the CVD or its employees. The Board may at their discretion purchase any other insurance it deems appropriate or necessary.

V. AUTHORITY OF CVD

CVD, by and through its Board, shall have the authority to perform all functions necessary to improve, maintain, and operate the RCC. CVD, by and through its Board, shall be authorized to direct the operations and activities of the RCC; provided, however, that each Member retains its right and duty to supervise and control the manner in which safety services, including police and fire protections, are provided within the Member communities, and the RCC shall supply communications services only.

Specifically, CVD shall have the authority to:

- A. Enter into contractual arrangements for services as deemed necessary and appropriate for the operation and/or betterment of the RCC;
- B. Employ staff to assist in the operations of the CVD or RCC, subject to the provisions of Article X of this Agreement;
- C. Purchase or lease or otherwise provide for supplies, materials, equipment and facilities deemed necessary and appropriate for the operation and/or betterment of the RCC;
- D. Accept and raise private and public monies for the operation and/or betterment of the RCC;
- E. Exercise any and all other powers and authorities available as set forth in Chapter 167 of the Ohio Revised Code.

VI. RESPONSIBILITIES OF THE MEMBERS

Each Member of CVD agrees to cooperate, insofar as it is practicable to do so, with

the Board in the following matters:

- A. The furnishing of any information and assistance that may be reasonably necessary for the successful operation of the RCC; and
- B. The adoption of public safety policies, regulations, and laws that may be reasonably necessary for the efficient and effective operation of the RCC.

VII. ALLOCATION OF COSTS AND DISTRIBUTION OF MONEY

- A. Schedule of Monthly Dues. Each Member agrees to pay the Monthly Dues, as set forth on the Schedule of Monthly Dues, agreed upon by the majority of those Representatives or Alternates present at the meeting at which the Schedule of Monthly Dues is approved. The Monthly Dues may include a charge for capital improvements ("Capital Charge"), which Capital Charge shall be identified in the invoices to the Members.
- B. Dues to be Paid By New Members. Any political subdivision which joins the CVD after the original formation of the CVD shall commence paying monthly dues from the date of joining.
- C. Segregated Account Required for Dues Monies. The Fiscal Officer shall keep all monies collected hereunder in a segregated account.

VIII. ANNUAL OPERATING BUDGET OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

- A. Annual Operating Budget. During its first year of operation, the CVD shall develop a Budget as soon as possible after its formation. The CVD shall also set the Monthly Dues that must be paid by each Member and may require a prepayment by the Members of up to three (3) months of the Monthly Dues, which shall be retained and utilized as working capital, and require the payment of the Monthly Dues each month thereafter. Thereafter, the CVD shall establish and approve an annual operating Budget for the RCC by January 31 of each year, along with a schedule of Monthly Dues to be paid by each member. The Budget and Monthly Dues shall be as approved by a majority of those Representatives or Alternates present at the meeting at which the Budget is considered. The Budget shall include an amount to cover the reimbursement of the Staffing Member of the RCC, as established in Article X hereof.
- B. Fiscal Year. The CVD shall conduct its operations based upon a calendar fiscal year (January 1st to December 31st).
- C. Acceptance of Funding. The CVD may accept funding from Member political subdivisions, state and federal grant sources, and any other public or private

source.

IX. LOCATION OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

The current location of the RCC is the Chagrin Falls Village Hall, 21 West Washington Street, in the Village of Chagrin Falls. Each Member acknowledges and agrees that the Village of Chagrin Falls has expended significant resources in establishing and maintaining the RCC and agrees that the RCC will remain within the corporate boundaries of the Village of Chagrin Falls unless two-thirds (2/3's) of the members of the CVD, agree to relocate the RCC in an area outside of the corporate boundaries of the Village of Chagrin Falls.

X. CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER PERSONNEL

The Village of Chagrin Falls, so long as the RCC is located within the Village of Chagrin Falls, shall be the "Staffing Member" responsible for the hiring, firing and management of all of the dispatch employees necessary to operate the RCC. Another Member may serve as the Staffing Member in the event the RCC is moved outside the Village of Chagrin Falls, pursuant to Article IX hereof.

XI. EXISTING AGREEMENTS ASSIGNED: TRANSFER OF PERSONAL PROPERTY

There exist certain agreements between the Village of Chagrin Falls and other Members of the CVD for the provision of certain services (e.g. dispatching services and Reverse 911). By agreement of all of the parties hereto, all such agreements are hereby assigned from the Village of Chagrin Falls to the CVD. The Village of Chagrin Falls hereby transfers its ownership interest in all of the personal property used in the performance of dispatch services, which is inventoried and identified on "Exhibit A," appended hereto.

XII. ANNUAL REPORT

The CVD shall make an annual report to Board at the annual meeting.

XIII. CANCELLATION OF THE AGREEMENT

Any Member may withdraw from this Agreement, provided, however, that any such withdrawal shall be effective only on December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the President of CVD by registered mail or by personal service not later than July 1st prior to the effective date of such withdrawal.

XIV. AMENDMENTS

This Agreement may be amended by a two-thirds vote of all Members of the CVD at any regular or special meeting thereof. Copies of any proposed amendments to this Agreement shall be mailed to all Members not less than thirty (30) days prior to any meeting at which the proposed amendment is to be considered.

XV. SEVERABILITY

In the event any part or portion of this Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Agreement shall remain in full force and effect, and shall not be otherwise affected by any such ruling, finding, or decision.

XVI. SEPARATE ORIGINALS

The parties hereto shall each sign a separate original of this agreement and submit it to the Mayor of the Village of Chagrin Falls for safekeeping, who shall turn said agreements over to the Secretary of the CVD following the election of that officer.

XVII. EFFECTIVE DATE

This agreement shall take effect and be in force from and after the date the fifth member signs the Agreement, which date shall be inserted in the first paragraph of this agreement by the Mayor of the Village of Chagrin Falls or, after the election of the Secretary of the CVD, by said Secretary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, effective on the date indicated, by signing identical copies of this Agreement, and have submitted it to the Mayor of the Village of Chagrin Falls or the Secretary of the CVD, along with a certified copy of the legislation authorizing the execution of this agreement.

Date: March 16, 2011

Village of Bentleyville
POLITICAL SUBDIVISION

By: [Signature]
(Signature)

Its: MAYOR
(Office)

FISCAL OFFICER'S CERTIFICATE OF AVAILABLE FUNDS

I, Bernice Schreiber, the fiscal officer of
(Name) (Title)

Village of Bentleyville Ohio, hereby certify that the funds necessary to pay the
(Political subdivision)

obligation of the foregoing agreement have been appropriated and are unencumbered and are either
in the treasury or in the process of collection.

March 16, 2011

Bernice Schreiber
Name

Fiscal Officer
Title
Village of Bentleyville
Political Subdivision

Dispatch Equipment

quantity	description	location
2	Motorola MSF 5000 Repeaters	Chagrin Falls Tower at Armory
1	MSF Limited Repeater - Fire	Chagrin Falls Tower at Armory
1	MICOR VHF Repeater	Chagrin Falls Tower at Armory
1	UPS	Chagrin Falls Tower at Armory
1	Tower Lite Control Station	Chagrin Falls Tower at Armory
2	Zetron Console Positions	Dispatch Center
7	control stations	Dispatch Center
2	power supplies	Dispatch Center
4	battery backups	Dispatch Center
2	remotes	Dispatch Center
2	Motorola MTR 2000 repeaters	Orange Tower
1	back-up paging fire alerting	Orange Fire Department
1	paging encoder and emergency decoder	Orange Fire Department
1	911 system	Chagrin Falls Basement
1	Phone/Radio recorder	Chagrin Falls Basement
1	MDT Server	Dispatch Center
1	Sonicwall	Dispatch Center
1	Switch	Dispatch Center
1	File Server	Dispatch Center
2	computers and monitors	Dispatch Center
2	printers	Dispatch Center
1	fax machine	Dispatch Center
12	police/fire phone lines	Dispatch Center
	1 Reverse 911 Computer	Dispatch Center
13	phone lines for Reverse 911	Dispatch Center
Contractual Services	Fax Machine Maintenance	
	CRIS Fees	
	Hardware/Software Support	
	LEADS Network Connection	
	12 months Maintenance for 911 system	
	Haines Directory	
	Recorder Maintenance	
	B&C Communications	
	fidelity - internet line for MDT Server	

EXHIBIT "B"

CHAGRIN VALLEY DISPATCH COUNCIL
NEW MEMBER PARTICIPATION AGREEMENT

This Chagrin Valley Dispatch Council New Member Participation Agreement is made this _____ day of _____, 2013 by and between the City/Village of _____, an Ohio political subdivision, ("City/Village") and the Chagrin Valley Dispatch Council ("CVD").

WHEREAS, on the _____ day of _____, 2013, eight Ohio political subdivisions: Village of Bentleyville, Chagrin Falls Township, Village of Chagrin Falls, Village of Hunting Valley, Village of Moreland Hills, Orange Village, Village of South Russell, and Village of Woodmere, executed the Restated and Amended Agreement the Chagrin Valley Dispatch Council, Exhibit "A" attached hereto; and

WHEREAS, *City/Village* desires to become a participating member in said Restated and Amended Agreement dated _____, 2013.

WHEREAS, the CVD desires to and has had its members vote to accept *City/Village* as a new member upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained, *City/Village* and the CVD agree as follows:

1. *City/Village* is hereby included as a Member of said Restated and Amended Agreement upon *City's/Village's* authorization and execution of this CVD New Member Participation Agreement.
2. As such New Member, payment of dues by *City/Village* to the CVD shall be as follows:
 - a. Capital Charge share (1st partial year)
 - b. Operating Cost share (1st partial year)
 - c. Continuing Monthly Dues (1st complete year and years thereafter.)
 - d. Other
3. The *City/Village* hereby accepts said offer by its authorization and execution of this New Member Participation Agreement.

4. Unless specifically modified herein, it is agreed by the *City/Village* and the CVD that all terms and conditions of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A" and incorporated herein shall be amended and remain in full force and effect with *City/Village* included therein as a Member by the terms hereof.

IN WITNESS WHEREOF, the parties have executed this CVD New Member Participation Agreement on the date first written above.

WITNESS:

CITY/VILLAGE:

Mayor

WITNESS:

CHAGRIN VALLEY DISPATCH COUNCIL:

Mayor Thomas Brick, President

Approved as to form only:

City/Village, Director of Law

Approved as to form only:

David J. Matty, Director of Law
Chagrin Valley Dispatch Council

EXHIBIT "C"

quantity	description	location	
2	Motorola MSF 5000 Repeaters	Chagrin Falls Tower at Armory	
1	MSF Limited Repeater - Fire	Chagrin Falls Tower at Armory	
1	MICOR VHF Repeater	Chagrin Falls Tower at Armory	
1	UPS	Chagrin Falls Tower at Armory	
1	Tower Lite Control Station	Chagrin Falls Tower at Armory	
1	UPS Alarm	Chagrin Falls Tower at Armory	
2	Zetron Console Positions	Dispatch Center	
7	control stations	Dispatch Center	
2	power supplies	Dispatch Center	
4	battery backups	Dispatch Center	
2	remotes	Dispatch Center	
3	MARCS control stations	Dispatch Center	
2	Motorola MTR 2000 repeaters	Orange Tower	
1	back-up paging fire alerting	Orange Fire Department	
1	paging encoder and emergency decoder	Orange Fire Department	
1	911 system	Chagrin Falls Basement	
1	Phone/Radio recorder	Chagrin Falls Basement	
1	MDT Server	Dispatch Center	
1	Sonicwall	Dispatch Center	
1	Switch	Dispatch Center	
2	computers and monitors	Dispatch Center	
1	printers	Dispatch Center	
1	fax machine	Dispatch Center	
12	police/fire phone lines	Dispatch Center	
	Reverse911 Computer	Dispatch Center	Only using for guardian
	phone lines for Reverse 911	Dispatch Center	will be switching
Contract			
ual			
Services	Fax Machine Maintenance		
	CRIS Fees		
	Hardware/Software Support		
	LEADS Network Connection		
	12 months Maintenance for 911 system		
	Haines Directory		
	Recorder Maintenance		
	B&C Communications		
	fidelity - internet line for MDT Server		

Current as of March 28, 2013

