

Village of Yellow Springs, Ohio

RESOLUTION 2024-17

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH THE
CITY OF XENIA FOR EMERGENCY DISPATCH SERVICES**

WHEREAS, the Village requires 911 dispatch services; and,

WHEREAS, It is the desire of the County, Xenia, and the Village of Yellow Springs to continue the cost savings and service enhancement benefits through the consolidation of Services; and,

WHEREAS, The Village of Yellow Springs, while continuing to provide local dispatch services, requires the services of the county-wide system in order to provide the best possible emergency services to residents of Yellow Springs,

NOW, THEREFORE, be it resolved by Council for the Village of Yellow Springs, Ohio that:

Section 1. The Village Manager is authorized to execute an Agreement with the City of Xenia for Emergency (911) Dispatch Services in a manner substantially similar to that attached as Exhibit 1.



Kevin Stokes, Council President

Passed: 2-20-2024

Attest:



Judy Kintner, Clerk of Council

ROLL CALL

Kevin Stokes __Y__ Gavin Devore Leonard __Y__ Brian Housh __Y__

Carmen Brown __Y__ Trish Gustafson __Y__

**AGREEMENT BETWEEN THE CITY OF XENIA, OHIO, AND GREENE COUNTY, OHIO,
AND YELLOW SPRINGS, OHIO FOR DISPATCH SERVICES**

THIS AGREEMENT is made and entered into by and between the **City of Xenia, Ohio** ("Xenia"), the **Board of County Commissioners of Greene County, Ohio** ("County"), and the **Village of Yellow Springs, Ohio** ("User"), herein collectively referred to as the "Parties."

RECITALS

- I. This Agreement is entered into between the Parties, as political subdivisions of the State of Ohio, pursuant to the authority granted by Sections 9.482 and 307.15 of the Ohio Revised Code.
- II. The County and the City entered into a Consolidated Dispatch Agreement, as partners, for the operation of the Xenia-Greene Consolidated Dispatch Center ("XGCCC"), whereby the partners accept and transfer 9-1-1 calls from within the jurisdictional limits of the User to the User's dispatch center.
- III. The continuation of timely, cost efficient and effective Services is a shared priority among the County, Xenia, and the User.

FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, it is hereby agreed by the Parties as follows:

A. Definitions.

- (1) CAD. Computer-Aided Dispatch System.
- (2) Call for Service. A communication requesting police, fire, and/or emergency medical services, whether emergency or nonemergency, received from the public or from governmental agencies that is not received via the 9-1-1 system.
- (3) Dispatch Services ("Services"). For the purposes of this Agreement, Services shall include:
 - a. Receiving 9-1-1 Calls pertaining to emergencies that are the responsibility of the User and transferring those calls to the User's dispatch center, which has been identified as a secondary public safety answering point (PSAP) in the 2016 Amendment of the Greene County 9-1-1 Plan publicly filed with the Public Utilities Commission of Ohio, Docket 05-1114-TP-EMG.
 - b. Receiving and radio broadcasting administrative information, such as weather announcements and other similar information.
 - c. Receiving and responding to Field Initiated Calls from authorized User personnel and entering the same into CAD.
 - d. Receiving Requests for Information and radio broadcasting verbal explanations of requested LEADS, CAD, or other information to User's authorized personnel.
 - e. Providing dispatch communications for the User's police, fire, and/or EMS personnel actively engaged in traffic stops, police investigations, firefighting, emergency medical services, and any other situation to which the User must respond (if applicable).
 - f. Paging/calling the User's public service (street/road, water, sewer, etc.) personnel after hours and weekends when needed for emergency service callouts (if applicable).
 - g. Conducting all radio communications in accordance with applicable rules and regulations of the FCC and perform all LEADS and NCIC functions in accordance with the rules and regulation of each.
 - h. Maintaining contracts/licenses and all necessary equipment to access and provide LEADS or NCIC information in response to a Request for Information.

- i. Maintaining copies of all warrants, no contact orders and protection orders issued by a court of competent jurisdiction, and all stolen guns, stolen articles, stolen vehicles, missing persons, and supervised releases and take all actions necessary to register the same with LEADS and/or NCIC, and any other appropriate agency and/or system (if applicable).
 - j. Maintaining records (digital or otherwise) of all communications when and as required by Ohio law.
 - k. Maintaining secondary/backup equipment to assure provision of dispatch services on a twenty-four (24) hour per day, seven (7) day a week basis.
- (4) Field Initiated Call. A radio communication or a Request for Information received by the XGCCC from User's authorized personnel in the field.
 - (5) LEADS. Ohio Law Enforcement Automated Data System.
 - (6) NCIC. National Crime Information Center.
 - (7) 9-1-1 Call. A communication requesting police, fire, and/or emergency medical service received from the public or from governmental agencies via the 9-1-1 system.
 - (8) 9-1-1 System. The system through which individuals can request emergency service using the telephone number 9-1-1.
 - (9) OAC. Ohio Administrative Code.
 - (10) ORC. Ohio Revised Code.
 - (11) Request for Information. A request from User's authorized personnel for information from LEADS, NCIC or CAD.

B. Provision of Services.

- (1) The XGCCC will provide the Services to the User on a twenty-four (24) hour, seven (7) days per week, three hundred and sixty-five (365) days per year. All Services shall be provided in accordance with the technical and operational standards for Public Safety Answering Points set forth by the ORC and OAC.
- (2) The XGCCC shall furnish all equipment necessary to provide the Services including, but not limited to, base station radio equipment, furniture, consoles, telephones, and computer equipment directly related to dispatch functions, and shall maintain such equipment in a reasonable manner.

C. User Responsibilities.

- (1) The User shall be responsible for providing and maintaining all equipment appropriate and necessary to accept transferred calls and maintain connectivity to the network. The User shall be responsible for the updating or replacing of all equipment necessary to receive the Services.
- (2) The User shall:
 - a. Conform to the countywide numbering system in use within Greene County, Ohio;
 - b. Conform to established radio procedures using the XGCCC's standard signals and codes (when applicable);
 - c. Comply with all applicable FCC rules and regulations;
 - d. Comply with protocols and adhere to standards established by the XGCCC or any other controlling entity;
 - e. Provide XGCCC with its personnel rosters, radio ID aliases, and duty schedules, and shall provide updated information when there are changes of User's personnel, or as requested by XGCCC;

D. Term. The term of this Agreement shall be three (3) years, beginning on June 1, 2023, and ending May 31, 2026. Thereafter, this Agreement shall automatically renew for one (1) year [June 1, 2026, to May 31, 2027], unless the User provides written notice to Xenia and the County, nor later than June 1, 2025, of its desire to not renew for the additional one (1) year term.

E. Annual Fee.

- (1) The User will pay to Xenia, as the managing partner of the XGCCC, for the provision of the Services under this Agreement an annual fee for each year of the term of this Agreement, as such fees are set forth in Exhibit A, attached hereto and hereby made a part of this Agreement as if fully written herein.
- (2) The Annual Fees listed in Exhibit A will be billed quarterly by the Xenia Finance Department and are payable quarterly in advance by the User. Quarterly billing dates shall be July 1st, October 1st, January 1st, and April 1st of each year of the Term. Payments will be due to Xenia no later than fifteen (15) days after billing.
- (3) The Annual Fees remitted by the User for the Services include payment for base operational and maintenance costs for the Services provided by the XGCCC.

F. 9-1-1 Fees. 9-1-1 cell phone fees received by User will continue to be remitted to Xenia, to be used for sustaining the XGCCC's dispatch infrastructure and operational capacity.

G. Dispute Resolution. The County, Xenia, and the User agree that should disputes arise between them pertaining to the interpretation of this Agreement or the alleged breach of this Agreement by any party, representatives for the Parties will work in good faith to resolve such disagreements in a timely and amicable manner. Should the dispute resolution efforts of the Parties be unsuccessful, a third-party mediation service will be selected by mutual consent of the Parties at shared expense to attempt to negotiate a settlement.

H. Termination.

- (1) The County and Xenia may terminate this Agreement with regards to User for nonpayment of the Annual User Fee by User when such Annual User Fee is delinquent for ninety (90) days or more.
- (2) This Agreement may be terminated at any time upon the mutual written agreement of the Parties.
- (3) This Agreement may be terminated without cause by the County and Xenia (collectively) or by the User (individually) upon written notice to the other parties of intent to terminate this Agreement as of December 31st of any year of the Term. Such notice shall be provided not later than January 1st of the year in which the party or parties intend to terminate as of December 31st. Payment of the Annual User Fee up to the date of the December 31st termination shall be made by User in accordance with Section E. of this Agreement.

I. Representation and Warranties.

- (1) Xenia and the County represent and warrant to the User that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing bodies and this Agreement constitutes a legal, valid, and binding obligation of Xenia and the County in accordance with its terms. Xenia and the County further represent and warrant to the User that to the best of their knowledge, there is no pending or threatened litigation or government proceeding that would adversely affect the performance of their respective obligations under this Agreement.
- (2) The User represents and warrants to Xenia and the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body and that this

Agreement constitutes a legal, valid, and binding obligation of the User in accordance with its terms. The User further represents and warrants to Xenia and the County that to the best of its knowledge, there is no pending or threatened litigation or government proceeding that would adversely affect the performance of its respective obligations under this Agreement.

J. Other Provisions.

- (1) Radios. The User's law enforcement personnel and/or fire & EMS personnel, as applicable, shall use the talkgroups required by XGCCC. The reprogramming cost of any radios, pagers, and/or station alerting equipment shall be at User's cost. The XGCCC shall pay for any costs associated with reprogramming radio dispatch consoles and/or paging equipment within the XGCCC.
- (2) Home Checks. The XGCCC will not handle house check requests or returns within the User's jurisdiction nor maintain a book or list of active house checks within the User's jurisdiction. All house check requests and returns will be handled and maintained by the User's law enforcement agency.
- (3) LEADS Faxing/Printing. The XGCCC will not fax or print LEADS documents directly to the User's law enforcement agency, in accordance with LEADS rules and regulations. All LEADS documents requested by the User's law enforcement agency will be obtained by a member of the User's law enforcement personnel, in person, at the XGCCC.

K. Miscellaneous.

- (1) Severability. In the event any term, provision or restriction of this Agreement shall be held to be illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall in no way affect the legality, validity, or enforceability of the remaining provision of this Agreement, all of which shall continue unaffected and unimpaired thereby. The Parties agree that any such unenforceable term, provision or restriction shall be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
- (2) Notice. Any notices required to be served under this Agreement shall be sent via certified mail, return receipt requested, or by personal service upon the following:

For Xenia: City Manager's Office City of Xenia 107 E. Main Street Xenia, OH 45385	For County: County Administrator's Office Greene County 35 Greene Street Xenia, OH 45385
For User: Village of Yellow Springs 100 Dayton Street Yellow Springs, OH 45387	
- (3) Nonwaiver. The failure of any party to this Agreement to enforce any provision of the terms and conditions of this Agreement shall not constitute a waiver of such provision nor diminish the right of any party to any remedies.
- (4) Assignment.
 - a. The rights and obligations of User under this Agreement may only be assigned upon written consent of Xenia and the County.
 - b. The rights and obligations of Xenia and the County under this Agreement may only be assigned upon the written consent of the User. Upon receiving written notice of Xenia and the County's intent to assign its rights and obligations under this Agreement, the User shall have sixty (60) days to provide Xenia with its written consent to such assignment. If written consent is not received within sixty (60) days, the User shall be deemed to have terminated

this Agreement, which termination shall be effective on the one hundred twentieth day (120) following User's receipt of the written notice of intent to assign.

- (5) Governing Law. This Agreement, and all rights, obligations, and remedies of the parties hereunder, shall be construed and governed by the laws of the State of Ohio.
- (6) Amendments. This Agreement may only be modified or amended upon written agreement of the parties, as evidenced by a written addendum to this Agreement.
- (7) Liability. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other. Chapter 2744 of the Ohio Revised Code shall apply to each party hereto, and each party shall retain any immunity to liability provided under Chapter 2744 of the Ohio Revised Code.
- (8) Third-Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to or shall confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (9) Interpretation. Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement.
- (10) Electronic Signatures. This Agreement may be signed with the use of facsimile and electronic signatures, which shall be considered valid and binding on the Parties.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement by and through their duly-authorized representatives:

VILLAGE OF YELLOW SPRINGS

By: _____
Johnnie Burns, Village Manager

Date

Approved as to form:

Amy Blankenship, Village Solicitor

Date

GREENE COUNTY, OHIO

Brandon Huddleson

02/07/24

By: Brandon Huddleson (Feb 7, 2024 08:03 EST) Date

Brandon Huddleson, County Administrator

Approved as to form:

02/07/24

Cheri L. Stout

Cheri L. Stout (Feb 7, 2024 08:33 EST) Date

Cheri Stout, Civil Division Chief
Greene County Prosecutor's Office

CITY OF XENIA, OHIO

02/07/24

By: Brent W Merriman (Feb 7, 2024 08:07 EST) Date

Brent W Merriman, City Manager

Approved as to form:

Donnette A. Fisher

02/07/24

Donnette Fisher, Law Director Date

EXHIBIT A

In accordance with Section E. of this Agreement, the User will pay an Annual User Fee for the provision of the Services provided under this Agreement as shown below:

2023 - \$9,007.40
2024 - \$12,00.00
2025 - \$14,000.00
2026 - \$16,000.00