

REQUESTED BY:
NOVAK

LAW DEPARTMENT
DRAFT NO. 3823

TITLE

AN ORDINANCE FOR THE PURPOSE OF AUTHORIZING THE MAYOR AND THE DIRECTOR OF PUBLIC SERVICE AND SAFETY, FOR AND ON BEHALF OF THE CITY OF WARREN, OHIO TO ENTER INTO AN AGREEMENT WITH TRUMBULL COUNTY (HEREINAFTER REFERRED TO AS "TRUMBULL COUNTY 911") FOR THREE (3) YEARS, WITH THREE (3) MUTUALLY AGREED UPON RENEWAL OPTION TERMS OF THREE (3) YEARS PER TERM FOR THE PURPOSE OF RECEIVING, DISPATCHING AND RELAYING CALLS TO VARIOUS POLITICAL SUBDIVISIONS AND PUBLIC SAFETY RESPONDERS DURING THE YEAR 2019 AND DECLARING AN EMERGENCY.

ORDINANCE NO. 12836/19

WHEREAS, the County of Trumbull, Ohio has established a 9-1-1- PSAP and Consolidated Dispatching Center with a 24-hour Public Safety Answering Point (hereinafter referred to as "Trumbull County 911") for the purpose of receiving, dispatching, and relaying calls to various Political Subdivisions and Public Safety Responders; and

WHEREAS, the City of Warren, Ohio desires to enter into a Service Agreement with Trumbull County 9-1-1, whereby Trumbull County 9-1-1 shall serve as a Dispatch center for the City of Warren, Ohio; and

WHEREAS, Trumbull County 9-1-1 has the capability of receiving all Automated Location Identification and Automated Number Identification information necessary to provide said dispatch services; and

WHEREAS, said agreement shall be governed by and interpreted in accordance with the Trumbull County 9-1-1 Final Plan (approved as amended, November 25, 2008), and the laws of the State of Ohio. The Trumbull County Common Pleas Court shall be agreed upon venue concerning any dispute arising out of said Agreement; and

WHEREAS, the Mayor and the Director of Public Service and Safety are authorized to enter for and on behalf of the City of Warren, Ohio to enter into an Agreement as attached hereto as "Exhibit A" with Trumbull County (hereinafter referred to "Trumbull County 911") for the purpose of receiving, dispatching and relaying calls to various political subdivisions and Public Safety Responders; and

WHEREAS, such an agreement provides for a period of three (3) years, with three (3) mutually agreed upon renewal option terms of three (3) years per term, unless otherwise terminated as provided herein; NOW THEREFORE

BE IT ORDAINED by the Council of the City of Warren, State of Ohio:

Section 1: That the Mayor and the Director of Public Service and Safety be, and hereby are, authorized, for and on behalf of the City of Warren to enter into an Agreement attached hereto as "Exhibit A" with Trumbull County (hereinafter referred to "Trumbull County 911") for the purpose of receiving, dispatching and relaying calls to various political subdivisions and Public Safety Responders.

Section 2: That the funds for payment of said agreement shall come from Account Number 100-010-530-000 Contracted Services.

Section 3: That the City Auditor be, and hereby is, authorized to disburse said funds upon receipt of proper vouchers, signed by the proper person, for the stated purpose and for no other purpose.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare and safety, and for the further reason that the agreement needs to be in effect without undue delay. WHEREFORE, this Ordinance shall go into immediate effect.

Passed in Council this 9TH day of JANUARY, 2019.

SIGNED:  ATTEST: 
PRESIDENT OF COUNCIL CLERK

FILED WITH THE MAYOR: 1-9-19

DATE APPROVED: 1-9-19


MAYOR, CITY OF WARREN, OHIO

EXHIBIT "A" TO DRAFT NO. 3823

**DISPATCH SERVICES AGREEMENT
BETWEEN
TRUMBULL COUNTY, OHIO
AND
CITY OF WARREN**

This agreement (hereinafter referred to as the "Agreement") made this _____ day of _____, 20__ by and between Trumbull County, Ohio and City of Warren, Ohio (hereinafter referred to as the "parties").

WITNESSETH

WHEREAS, Trumbull County, Ohio has established a 9-1-1 PSAP and Consolidated Dispatching Center with a 24-hour Public Safety Answering Point (hereinafter referred to as "Trumbull County 911") for the purpose of receiving, dispatching, and relaying calls to various political subdivisions and Public Safety Responders; and

WHEREAS, the City of Warren desires to enter into a service agreement with Trumbull County 9-1-1, whereby Trumbull County 9-1-1 shall serve as a Dispatch center for the City of Warren; and

WHEREAS, Trumbull County 9-1-1 has the capability of receiving all Automated Location Identification and Automated Number Identification information necessary to provide said dispatch services.

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

I. SERVICES TO BE PROVIDED

Trumbull County 9-1-1 shall act as the dispatch point for the City of Warren and provide the personnel to perform that function, including answering, receiving, dispatching, and relaying all Police and Emergency Medical Service calls to Police and EMS providers, 24 hours a day, including holidays, weekdays and weekends. This includes one button transfer to the Fire Dispatch for fire related calls, and one button transfer to MedStar and Emergency Medical Transport, Inc. (EMT) for EMS calls. The City of Warren has the total responsibility of maintaining its own radio system.

For the duration of this Agreement, Trumbull County 9-1-1 covenants and agrees to maintain two (2) dedicated City of Warren specific desks for the purpose of providing dispatching service to the City of Warren.

In addition to the referenced services, Trumbull County 9-1-1 shall perform the services set forth and described in Exhibit A, which is incorporated by reference into the Agreement.

Trumbull County 9-1-1 shall pay for the following at no additional expense to the City of Warren:

- A. Net Motion License Fee;
- B. Mobile CAD maintenance fee;
- C. LEADS terminal fees; and
- D. DDTI mapping fees.

2. CONSIDERATION

In consideration for Trumbull County 9-1-1 providing the described services to the City of Warren as set forth herein and in Exhibit A, the City of Warren shall pay Trumbull County the following amount: \$51,932.00 on a monthly basis, for an annual total of \$623,185.00 for each year that this Agreement is in effect. The aforementioned consideration shall in no way represent a per call charge for 9-1-1 service. The Consideration contained in this Agreement shall constitute the only consideration to be given to Trumbull County by The City of Warren for dispatching service. Any amendment to the consideration contained in this Agreement shall be prohibited without the express, written consent of the parties hereto.

It is agreed that Trumbull County 9-1-1 will maintain the City of Warren Dispatch Center, which exists at the time of execution of the agreement, as a working, hot standby, emergency backup dispatch center at the sole expense of Trumbull County 9-1-1.

3. TERM

The term and responsibilities of the Agreement shall be effective from the signing of this Agreement for a period of three (3), with three (3) mutually agreed upon renewal option terms of three (3) years per term, unless otherwise terminated as provided herein. Either party may terminate this agreement by giving the other party one hundred and eighty (180) days written notice.

4. GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the Trumbull County 9-1-1 Final Plan (approved as amended, November 25, 2008), and the laws of the State of Ohio. The Trumbull County Common Pleas Court shall be agreed upon venue concerning any dispute arising out of the Agreement.

5. MISCELLANEOUS

- A. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- B. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.
- C. Words of any gender in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, and vice versa, unless the content requires otherwise.
- D. No waiver of any term, covenant, or condition or the breach of any term, covenant, or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of any such term, covenant, or condition, or to justify or authorize the non-observance on any other occasion of the same of any other term, covenant, or condition hereof.
- E. Neither party may assign this Agreement without the prior written consent of the other party.
- F. Any notices required to be given by or on behalf of either party upon the other shall be in writing and shall be given in person or by mailing such notices by Certified Mail or a nationally recognized overnight delivery service addressed to Trumbull County, Ohio at 911 Howland Wilson Rd, NE, Warren, Ohio 44484, and to the City of Warren, Ohio at 141 South St. SE, Warren, OH 44481, or at such other address as may be specified from time to time, in writing, delivered to the other party. Notices shall be deemed delivered on the date of personal service, or upon the date of mailing as evidenced by a proof of mailing.
- G. This Agreement represents the entire agreement between the parties identified herein with respect to the subject matter hereof, and all prior agreements, discussions, and representations relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and no party shall have any further rights or obligations under such superseded agreement(s). Each party releases the other from all claims of any kind or nature arising from such superseded agreement(s).
- H. This Agreement constitutes a total integration of the entire understanding between the parties and shall not be modified in any manner, except by an instrument in writing executed by the parties.

In witness whereof, the parties hereto, after having full and fair opportunity to contemplate and consider all of the terms and conditions contained in this Agreement, have willfully caused this

Agreement to be duly executed and to be effective commencing on the above date upon the signature of the parties.

For Trumbull County

Signed in the Presence of:

Commissioner _____
Frank S. Fuda

Commissioner _____
Daniel E. Polivka

Commissioner _____
Mauro Cantalamessa

For the City of Warren

Signed in the Presence of:

Mayor: _____

Safety Service Director: _____

EXHIBIT A TO DRAFT NO. 3823
SCOPE OF SERVICES

1. PURPOSE

The purpose of this Exhibit A is to define the services to be provided by Trumbull County 9-1-1 to the City of Warren, Ohio. This Scope of Services is incorporated by reference in its entirety into the Dispatch Services Agreement between Trumbull County, Ohio and The City of Warren, Ohio.

2. SCOPE OF SERVICES

General Requirements:

In addition to the terms and services contained in the Agreement, Trumbull County 9-1-1 agrees to provide the following services to the City of Warren:

- A. The County Calls for Service (CFS) will be electronically transmitted to the Warren Police Department Record Management System (RMS);
- B. Trumbull County 9-1-1 will not cancel Warren Municipal Court Capias for Failure to Appear/Failure to Pay as appropriate;
- C. From the inception date of the Agreement, Trumbull County 9-1-1 will input and Maintain City of Warren warrants and capias for fines and costs in LEADS;
- D. Trumbull County 9-1-1 will run ATLN (AT Leans) and ATVN (AT Vins) for Disposal of junk/abandoned vehicles;
- E. Trumbull County 9-1-1 will dispatch Warren Police Department Officers by zones as communicated to Trumbull County 9-1-1 by the Warren Police Department; and
- F. Trumbull County 9-1-1 will maintain and preserve the audio of all Emergency 9-1-1 Calls originating in the City of Warren.

3. PERFORMANCE STANDARDS:

A detailed review of operability, functionality and overall effectiveness of the Agreement and services to be provided thereunder to the City of Warren shall be conducted every six (6) months throughout the duration of the Agreement. The detailed review panel shall consist of the Director of Trumbull County 9-1-1, the Director of Public Safety and Service for the City of Warren, the Warren City Chief of Police, and any other additional personnel deemed necessary

for participation in the detailed review by both aforementioned Directors and the Chief of the Warren Police Department.

4. RECORDS

- A. Trumbull County 9-1-1 shall maintain a record of all Emergency 9-1-1 calls for service and all non-emergency and/or Administrative calls for service originating in the City of Warren. The record shall include, but is not limited to:
 - 1. All calls received by Trumbull County 9-1-1 for service within the City of Warren;
 - 2. Time of receipt of City of Warren 911 calls;
 - 3. Time Trumbull County 9-1-1 dispatches Warren Police Department; and
 - 4. Time at which Warren Police Department responds to calls for service.
 - 5. Trumbull County 9-1-1 shall immediately notify the City of Warren when any requests are made for calls, recordings, transcripts, etc., concerning calls originating in the City of Warren.

2

WARREN
 POLICE DEPARTMENT
 1000 W. WARREN AVENUE
 WARREN, OHIO 44080
 (440) 325-1234
 FAX (440) 325-1235
 WWW.WARRENPA.COM