

RESOLUTION NO. 65-18  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Jeanne Rau ON THE 19<sup>th</sup>  
DAY OF NOVEMBER, 2018.

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES WITH THE CITY OF WEST CARROLLTON, OHIO.

WHEREAS, the City of Centerville provides public safety dispatch services to all areas of the City of Centerville, Montgomery County, Ohio; and

WHEREAS, on or about January 27, 2015, the City of Centerville and the City of West Carrollton, Ohio entered into a Public Safety Dispatch Services Agreement for police and fire protection services from the City of Centerville in the form of dispatch services ("Public Safety Services"); and

WHEREAS, it is the desire of Centerville and West Carrollton to amend that Agreement to extend it for ten years in order to continue to provide for public safety services in accordance with the terms and conditions agreed to by both parties; and

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

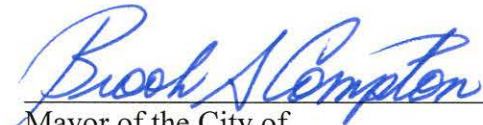
WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:


Section 1. That the City Manager be and is hereby authorized to execute an Amendment to the Agreement for Public Safety Dispatch Services, consistent with and substantially similar to the Amendment attached hereto and incorporated herein, marked Exhibit "A", between the City of Centerville, Ohio and the City of West Carrollton, Ohio for public safety dispatch services

Section 2. That this Resolution shall take effect at the earliest date allowed by law.

PASSED THIS 19<sup>th</sup> day of November, 2018.


  
\_\_\_\_\_  
Mayor of the City of  
Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 65-18, passed by the Council of the City of Centerville, Ohio on the 19<sup>th</sup> day of November, 2018.

  
\_\_\_\_\_  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney

**FIRST AMENDMENT**  
**TO**  
**AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE**  
**CITY OF CENTERVILLE, OHIO AND THE CITY OF WEST CARROLLTON,**  
**OHIO**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, at Centerville, Ohio by and between the **CITY OF CENTERVILLE, OHIO**, 100 W. Spring Valley Road, Centerville, Ohio, 45458, an Ohio municipal corporation (hereinafter "Centerville") and the **CITY OF WEST CARROLLTON, OHIO**, an Ohio Municipal Corporation, with principal offices located at 300 East Central Avenue, West Carrollton, Ohio 45449, (hereinafter "West Carrollton").

WITNESSETH:

WHEREAS, on or about January 27, 2015, Centerville and West Carrollton executed a Public Safety Dispatch Services Agreement ("Agreement") pursuant to Ohio Revised Code Sections 9.60 and 737.04 to allow West Carrollton to obtain additional police and fire protection services from Centerville in the form of dispatch services ("Public Safety Services"); and

WHEREAS, it is the desire of Centerville and West Carrollton to extend the Agreement and continue to provide for Public Safety Services; and

WHEREAS, the Agreement between the parties is set to expire in May, 2020; and

WHEREAS, both parties wish to extend the term of the Agreement, to provide Public Safety Services for the benefit of the overall community.

NOW, THEREFORE, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties agree as follows:

Section 1 – All terms and conditions of the Agreement executed in 2015 shall remain in full force and effect except as otherwise modified herein.

Section 2 - Article I(H) of the Agreement shall be deleted in its entirety and the following substituted:

H. Payment for Dispatch Services: West Carrollton, in consideration of the provision of Dispatch Services outlined herein, agrees to pay Centerville in accordance with the following schedule:

January 1, 2019 through December 31, 2019	\$279,235.00
January 1, 2020 through December 31, 2020	\$284,644.00
January 1, 2021 through December 31, 2021	\$290,162.00

January 1, 2022 through December 31, 2022	\$295,790.00
January 1, 2023 through December 31, 2023	\$301,530.00
January 1, 2024 through December 31, 2024	\$307,385.00
January 1, 2025 through December 31, 2025	\$313,320.00
January 1, 2026 through December 31, 2026	\$319,412.00
January 1, 2027 through December 31, 2027	\$325,626.00
January 1, 2028 through December 31, 2028	\$331,964.00

The annual sum is to be divided into four equal quarterly payments during the term of this Agreement with the first said quarterly payment due January 1, 2019 and each succeeding payment in the like amount being due on the same date of each quarter as billed by Centerville.

Section 3 - Article I (N) of the Agreement shall be deleted in its entirety and the following substituted:

N. PSAP Money allocation: Centerville maintains a fund balance of \$89,144.00 held by Centerville of wireless 911 PSAP funds on behalf of West Carrollton. Centerville agrees to apply a credit in the amount of \$8,104.00 of those funds each year towards the annual sum including a credit of \$8,104.00 towards the fourth quarter of 2018. After credits are applied for such fund, the annual payments expected from West Carrollton are as follows:

2018:	\$258,401.00
2019:	\$271,131.00
2020:	\$276,540.00
2021:	\$282,058.00
2022:	\$287,686.00
2023:	\$293,426.00
2024:	\$299,281.00
2025:	\$305,216.00
2026:	\$311,308.00
2027:	\$317,522.00
2028:	\$323,842.00

PSAP money disbursed is subject to state laws, rules and regulations.

Section 4 - Article II – Term/Termination shall be deleted in its entirety and the following substituted:

Centerville shall continue to provide the Public Safety Services that it currently provides. This Amendment shall take effect on

January 1, 2019. The Agreement, including any and all Amendments shall remain in effect through December 31, 2028. The Parties agree that there is an option to renew this Agreement automatically for additional ten (10) year terms, subject to re-negotiation.

If either party desires to terminate this agreement at the end of a ten (10) year term, that party shall give at least six (6) months advance written notice of its intent to terminate. The parties agree to begin negotiations at least six (6) months prior to the end of each ten (10) year term.

Section 5 - Article IV – Notice is revised to replace the Contact Name for Centerville with Wayne S. Davis, City Manager and e-mail as wdavis@centervilleohio.gov.

[REMAINDER OF PAGE BLANK – SIGNATURES TO FOLLOW.]

This Agreement is hereby executed upon the date first aforesaid by each party acting through its duly authorized representative.

**CITY OF CENTERVILLE:**

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Wayne S. Davis  
City Manager

Approved as to form:

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Scott A. Liberman, Municipal Attorney

**CITY OF WEST CARROLLTON:**

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Brad Townsend  
City Manager

Approved as to form:

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Lori Denlinger, Municipal Attorney

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, Finance Director of the City under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2019 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Finance Director  
City of Centerville, Ohio

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, Finance Director of the City under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2019 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Finance Director  
City of West Carrollton, Ohio