

RESOLUTION NO. 23-17
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Serr ON
THE 15th DAY OF May, 2017

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF
KETTERING AND THE CITY OF MORAINE TO UTILIZE A SHARED
9-1-1 CALL HANDLING SYSTEM.**

WHEREAS, the City of Centerville and the City of Kettering have jointly implemented a geodiverse, redundant 9-1-1 Call Handling System (“System”); and

WHEREAS, the City of Moraine wishes to utilize the System for its own public safety answering point dispatch center and will access the System by establishing a single path network connection that reaches both the City of Centerville and the City of Kettering; and

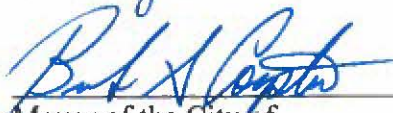
WHEREAS, it is in the best interests of the City to allow this access to the System by other cities.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

Section 1. The City hereby agrees to enter into a Memorandum of Understanding with the City of Kettering, Ohio and the City of Moraine, Ohio and the City Manager is hereby authorized to execute the Memorandum of Understanding in a form substantially similar to the MOU attached hereto as Exhibit “A” and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 15th day of May, 2017.



Mayor of the City of
Centerville, Ohio

ATTEST:

Carin R. Andrews

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. 23-17, passed by the Council of the City of Centerville, Ohio on the 15th day of May 2017.

Carin R. Andrews
Clerk of the Council

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



CITY OF KETTERING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made between the cities of Centerville, Kettering, and Moraine, Ohio to permit Moraine to utilize a shared 911 Call Handling System.

The cities of Centerville and Kettering have jointly implemented a geodiverse, redundant 911 Call Handling System ("System"). The City of Moraine wishes to utilize the System for its own public safety answering point dispatch center and will access the System by establishing non-overlapping network connections to Centerville and Kettering. This MOU will govern Moraine's use of the System. This MOU is effective as of March 20, 2017.

1. Initial Costs

Moraine agrees to pay:

- A. All costs or fees associated with establishing network connectivity between Moraine and the cities of Centerville and Kettering.
- B. All third party costs directly associated with Moraine's usage of the System. This includes, but is not limited to:
 - a. Additional software licenses or equipment;
 - b. Implementation and project management; and
 - c. Training.
- C. Any expansion or upgrades to equipment located at Centerville or Kettering if additional capacity is required to accommodate Moraine's 911 trunks and phone lines that Moraine desires to have answered by the System.
- D. Any additional equipment, software, licenses, or other technology components determined to be necessary to support Moraine's use of the System.
- E. A one-time fee of \$5,000, payable 50% to Centerville and 50% to Kettering, to offset a portion of those cities' investment in the shared System.

Payments to Kettering or Centerville will be made within thirty (30) days after invoice receipt.

2. Ongoing Costs

Moraine agrees to pay:

- A. All ongoing third party costs or fees associated with maintaining network connectivity between Moraine and Centerville and Kettering.
- B. All third party maintenance and support costs associated with licenses, software, and equipment necessary for Moraine's usage of the System. Moraine must maintain the same tier of System maintenance and support for the same term as that maintained by Centerville and Kettering.
- C. Any Kettering or Centerville IT staff time requested by Moraine to assist with fulfilling Moraine's obligations or for work outside the scope of this MOU. Staff time will be billed at the rate of \$100/hr.

Payments to Kettering or Centerville will be made within thirty (30) days after invoice receipt.

3. Moraine Responsibilities

- A. Maintain and operate Moraine's own equipment, cabling, and technology and assist in troubleshooting and correcting any connectivity problems between cities.
- B. Diagnose and troubleshoot Moraine's own equipment, cabling, and technology in the event of a problem.
- C. Configure and maintain all of Moraine's agency-specific data residing on the System, such as user accounts or speed dial lists.
- D. Upgrade or obtain any necessary equipment, software, licenses, or other technology components in order to be able to complete Moraine's obligations under this MOU.
- E. Participate in all upgrades, hotfixes, or patches determined necessary for proper operation of the System.
- F. Designate an information technology point of contact to work with Centerville and Kettering IT staff.
- G. Not sublease or subdivide the System unless otherwise agreed to by Centerville and Kettering.
- H. Moraine is solely responsible for providing public safety services for the residents, public officials, business entities, and other individuals in Moraine. Moraine, at its sole discretion, is responsible for determining the

proper allocation of all resources for providing public safety services in Moraine.

4. Centerville and Kettering Responsibilities

- A. Ensure proper operation of the primary and secondary network connections between the two 911 call handling servers included in the System.
- B. Maintain and operate their own equipment, cabling, and technology and assist in troubleshooting and correcting any connectivity problems between cities.
- C. Make all configuration changes and software updates within the System that affect all agencies using the System. Functions or privileges that only affect Moraine data or configuration will be delegated to Moraine.
- D. Designate an information technology point of contact to work with Moraine IT staff.
- E. Provide advance notice, whenever possible, of maintenance or upgrades to technology that may interrupt Moraine's use of the System.

5. Support Response Times

- A. All performance obligations relating to services and equipment provided by third parties are governed by service level objectives specified in those respective agreements.
- B. While Moraine has connectivity to one of the two geodiverse 911 call handling servers included in the System, performance outages relating to services or equipment owned and supported by Centerville or Kettering will be responded to during regular business hours, Monday through Friday, 8am to 5pm, excluding holidays.
- C. If Moraine loses connectivity to both geodiverse 911 call handling servers simultaneously, performance outages relating to services or equipment owned and supported by Centerville or Kettering will be responded to on an emergency 24x7x365 basis. Under this scenario, service outages should be reported to the Centerville and Kettering Dispatch Centers who will notify appropriate staff via established escalation procedures.

6. System Replacement

At such time as the System is determined to be end-of-life or obsolete, Centerville

and Kettering will mutually agree upon a replacement strategy. If the replacement technology and associated agreements will support Moraine's continued use of the System as a remote agency, Moraine will be offered the opportunity to continue its use of the System. However, Moraine may be asked to pay for a percentage of the System replacement costs in order to continue using the System.

7. Termination

Any party may terminate this MOU 30 days after providing written notice.

8. Miscellaneous

- A. Any written notice under this MOU shall be deemed properly given if personally served, sent by registered or certified mail, postage prepaid, by nationally recognized overnight delivery service, or by facsimile; notices shall be sent using the current facsimile number or business address of the party to be served and be sent to the attention of the party's city manager.
- B. In the event of a material breach of any provision of this MOU, any party may terminate this MOU, if following written notice to the breaching party, said breaching party fails to immediately attempt to remedy such material breach.
- C. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the MOU, whether between the parties, or of any of the parties' employees, agents, or volunteers, will be resolved under the laws of the State of Ohio, in an appropriate court in Montgomery County, Ohio.
- D. Moraine shall only receive services under this MOU in a like manner and quality as provided to Kettering and Centerville; and
- E. Kettering and Centerville do not guarantee the functionality of the System or warrant that it will meet the needs of Moraine and Moraine shall accept the System on an "as is" basis; and
- F. The relationship between the parties shall not be that of partners or agents for one another and nothing contained in this MOU shall be deemed to constitute a partnership, joint venture, or agency MOU between the parties.
- G. This MOU is for the sole benefit of the parties hereto and their respective permitted successors and assigns, and shall not be construed as granting rights to any person or entity other than the parties or imposing on any party obligations to any person or entity other than a party.

- H. In the event any term, covenant or condition of this MOU, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this MOU and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this MOU.
- I. Each party hereto agrees that it will perform its respective rights and obligations hereunder in accordance with all applicable laws, rules, and regulations.
- J. This written MOU constitutes the entire MOU between the Parties and supersedes all prior and contemporaneous oral and written understandings. This MOU may not be changed, modified, or altered except by an instrument, in writing, signed by all parties and executed in accordance with the laws of the State of Ohio.

City of Moraine City Manager
David Hicks

Date:

City of Centerville City Manager
Greg Horn

Date:

City of Kettering City Manager
Mark W. Schwieterman

Date: