

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc.

Resolution No. 35-2018

Passed November 13, 18

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AGREEMENT WITH THE CITY OF CENTERVILLE FOR PUBLIC SAFETY DISPATCH SERVICES HAVING PREVIOUSLY BEEN APPROVED BY RESOLUTION 2-2015 ON JANUARY 27, 2015.

WHEREAS, Ohio Revised Code §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 §9.60(C) authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, Centerville and West Carrollton are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, Centerville and West Carrollton agree to amend the original agreement for PUBLIC SAFETY DISPATCHING SERVICES dated on or about January 27, 2015, and

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

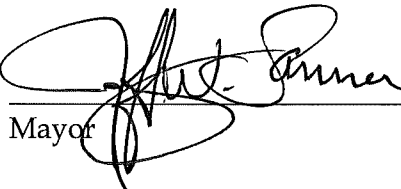
WHEREAS, it is the wish of both parties to extend the term of the Agreement, to provide Public Safety Services for the benefit of the overall community.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, OHIO, THAT:

Section 1: The City Manager is hereby authorized to execute an amended agreement with the City of Centerville for the provision of Public Safety Dispatch Services attached hereto and made a part of this resolution.

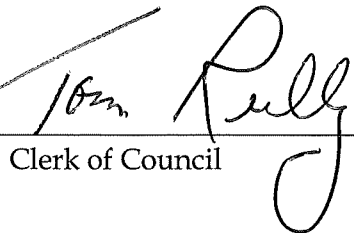
Section 2: This resolution shall be in full force and effect from and after its date of passage.

Passed: November 13, 2018



Mayor

Attest:



Clerk of Council

AMENDED AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF CENTERVILLE, OHIO AND THE CITY OF WEST CARROLLTON, OHIO

THIS AGREEMENT made on the 14 day of NOVEMBER, 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.

[PAGE LEFT BLANK - SIGNATURES TO FOLLOW.]

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

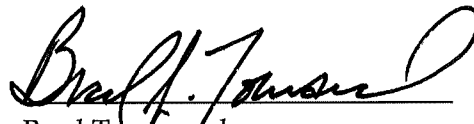
CITY OF CENTERVILLE:

Wayne S. Davis
City Manager

Approved as to form:

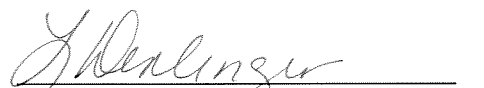
Scott A. Liberman, Municipal Attorney

CITY OF WEST CARROLLTON:



Brad Townsend
City Manager

Approved as to form:



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.

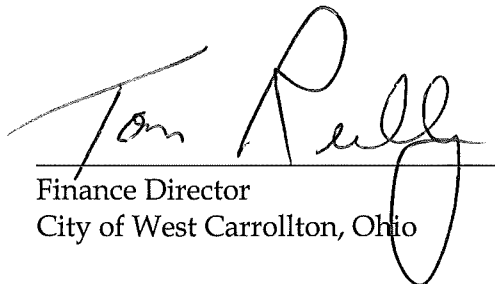
Dated: _____, _____, 2018

Finance Director
City of Centerville, Ohio

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Dated: 11/19, _____, 2018



Finance Director
City of West Carrollton, Ohio