

AGREEMENT FOR CENTRAL DISPATCH
AND COMMUNICATION SERVICES

THIS AGREEMENT was made and entered into by and between THE BOARD OF COMMISSIONERS OF LAKE COUNTY, OHIO, hereinafter referred to as "LAKE COUNTY", and the CITY OF WILLOUGHBY HILLS, Lake County, Ohio, hereinafter referred to as "WILLOUGHBY HILLS CITY".

WHEREAS, an emergency dispatch and communication system is crucial to the effective and efficient operation of police and fire departments; and,

WHEREAS, LAKE COUNTY currently has the means and ability to provide emergency dispatch and communication services to multiple police and fire departments; and,

WHEREAS, WILLOUGHBY HILLS CITY desires to obtain and use said emergency dispatch and communication services in order to avail itself of the latest technology and avoid duplication of communication equipment and dispatch personnel.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. LAKE COUNTY shall provide to **WILLOUGHBY HILLS CITY** and its **POLICE AND FIRE DEPARTMENTS**, emergency dispatch and communication services consisting of twenty-four (24) hour dispatching service, call forwarding service for non-emergency calls, answering service for E 9-1-1 calls, continuous radio contact and transmittal service, computerized CAD dispatch, batch reporting to provide incident summary, history, tracking, and daily shift information and such other information as the parties may mutually agree upon from time to time
2. **WILLOUGHBY HILLS CITY** shall pay LAKE COUNTY for said emergency dispatch and communication services, as follows:

	POLICE	FIRE	TOTAL
2018	\$ 105,189.25	\$ 26,371.40	\$ 131,560.65

The 2019 contract cost will begin at the 2018 "full year" rate and based upon a 2%

increase plus the 2018 CPI. The 2020 contract will be based upon a 2% increase plus the 2019 CPI and the 2021 contract will be based upon a 2% increase plus the 2020 CPI. The increase for any year of the contract cannot exceed 4%.

Said cost shall be paid in equal quarterly installments on March 1st, June 1st, September 1st, and December 1st of each year. Payment shall be made in the form of a warrant check made payable to LAKE COUNTY CENTRAL COMMUNICATIONS and mailed to P.O. Box 480, 8505 Garfield Road, Mentor, Ohio 44061.

3. This agreement shall be in full force and effect for a term of five months and three years, commencing August 1, 2018 and terminating December 31, 2021 provided, however, that this agreement may be terminated earlier by either party giving written notice of termination to the other party hereto at least six (6) months prior to the anticipated date of termination.
4. Absent written notice of termination, this agreement shall automatically renew itself for additional three (3) year terms, subject to the parties negotiating and agreeing upon the cost for said emergency dispatch and communication services during any additional term. Said cost shall bear a reasonable relationship to the actual cost of providing said services to **WILLOUGHBY HILLS CITY** and shall not include the cost of capital improvements to the dispatch and communication system.
5. The parties understand and agree that all equipment and devices located at the Emergency Operations Center, 8505 Garfield Road, Kirtland, Ohio, and used to provide the emergency dispatch and communication services provided for herein shall be owned by LAKE COUNTY. All persons working at said Emergency Operations Center and providing the emergency dispatch and communications services provided for herein shall be employees of and shall be responsible to LAKE COUNTY.
6. LAKE COUNTY shall create and establish an Advisory Board which shall be comprised of one representative from each entity which is provided with emergency dispatch and communication services from LAKE COUNTY. The administration, management and day-to-day operation in providing the emergency dispatch and communication services referred to herein shall be the sole responsibility of LAKE COUNTY. However, LAKE COUNTY, shall consult with, and take into serious consideration, any recommendations made by the members of the Advisory Board.

7. LAKE COUNTY shall use due care in providing the emergency dispatch and communication services referred to herein, LAKE COUNTY shall maintain the emergency dispatch and communication system referred to herein in good, operable condition and repair. LAKE COUNTY shall be responsible for the security, privacy, and safe keeping of all information and data provided to it by **WILLOUGHBY HILLS CITY** and others. **WILLOUGHBY HILLS CITY** shall be responsible for providing any information and data to LAKE COUNTY for storage, use and transmittal. **WILLOUGHBY HILLS CITY** shall abide by and comply with reasonable rules and regulations established by LAKE COUNTY to facilitate the orderly and efficient provision of the emergency dispatch and communication services set forth herein.

8. **WILLOUGHBY HILLS CITY** shall assume responsibility for and maintain security of law enforcement and criminal justice information systems as prescribed by the LEADS Steering Committee, Central Communications, and the NCIC Advisory Board; shall abide by any rules, regulations and decisions of the LEADS Steering Committee, Central Communications, and the NCIC Advisory board; shall not provide Central Communications, LEADS or NCIC services to any other police or criminal justice agencies without prior written approval from the appropriate agency; shall supply and/or enter necessary data and assume the responsibility of periodically validating data input to Central Communications and LEADS to enhance the integrity of LEADS and NCIC; shall not hold LAKE COUNTY, LEADS or NCIC responsible for the validity of data entered or stored in Central Communications, LEADS or NCIC; and shall not disseminate stored data to any agency or individual for gain or to exact a charge on an individual use basis except as provided by Central Communications, LEADS or NCIC.

9. Failure to comply with any of the provisions set forth herein shall constitute a material breach and shall be just cause for termination of this agreement. If it becomes necessary to commence legal action or institute legal proceedings to effectuate performance of any provision or objective of this agreement, or arising out of the breach of this agreement, then the party found to be in default shall pay all reasonable expenses, including reasonable attorney's fees, incurred thereby.

10. The failure of either party to insist upon strict performance of any of the covenants, conditions or provisions of this agreement, or to declare a breach for any violation thereof, shall not be construed as a waiver or relinquishment of the right to insist upon strict compliance with all covenants, conditions and provisions hereof, or to declare a breach for any violation thereof, if the violation is continued or repeated.

- 11. It is expressly understood and agreed that there shall be no modifications to this agreement without the express written consent of the parties hereto.
- 12. This agreement merges all prior negotiations and understandings. Any other agreements or understandings, oral or otherwise, between the parties pertaining to the subject matter of this agreement are hereby superseded.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year hereinafter set forth.

BOARD OF LAKE COUNTY COMMISSIONERS

CITY OF WILLOUGHBY HILLS
LAKE COUNTY, OHIO

John R. Hamercheck, Commissioner, Pres.

Robert M. Weger, Mayor

Daniel P. Troy, Commissioner.

Jerry C. Cirino, Commissioner

Daniel A. Dunlap, Sheriff of Lake County

ATTEST:

ATTEST:

DATE: _____

DATE: _____