

**A RESOLUTION
AUTHORIZING THE MAYOR TO ENTER INTO A RESTATED AND
AMENDED AGREEMENT CONTINUING THE CHAGRIN VALLEY
DISPATCH COUNCIL, AND DECLARING AN EMERGENCY.**

WHEREAS, the Chagrin Valley Dispatch Council, established as a regional council of governments under Ohio Revised Code Chapter 167, promotes cooperative arrangements and coordinated action in matters relating to the dispatch of public safety services; and

WHEREAS, the Chagrin Valley Dispatch Council currently consists of the Village of Bentleyville, Chagrin Falls Township, the Village of Chagrin Falls, the Village of Hunting Valley, the Village of Moreland Hills, Orange Village, the Village of South Russell, and the Village of Woodmere; and

WHEREAS, the Chagrin Valley Dispatch Council is currently undertaking a process to relocate the Chagrin Valley Regional Communications Center, currently housed in the Chagrin Falls Village Police Department, and to invest in updated equipment and, therefore, the Restated and Amended Agreement sets forth a capital budget and operating budget allocation methodologies necessary for said relocation; and

WHEREAS, other communities have expressed a desire to become a member of the Chagrin Valley Dispatch Council and, therefore, the Agreement Establishing the Chagrin Valley Dispatch Council requires amendment to institute a New Member Participation Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:

SECTION 1. That the Mayor be, and he hereby is, authorized to enter into a Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council, a copy of which Restated and Amended Agreement is attached hereto as Exhibit "A" and incorporated herein as if by reference.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Resolution shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of this Village and for the further reason that it is necessary to implement the Restated and Amended Agreement as soon as possible so new members may be considered and to continue the cost savings realized by being a

RESOLUTION NO.: 2013- 33
INTRODUCED BY: MR. PATTON

2

Member of the Chagrin Valley Dispatch Council; wherefore, provided it receives the requisite number of affirmative votes of all members elected to Council, this Resolution shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: May 13, 2013



Council President


Submitted to the Mayor for
his approval on this
14 day of May, 2013

Approved by the Mayor
May 14, 2013



Mayor

I hereby certify that Resolution No. 2013- 33 was duly enacted on the 13 day of May, 2013, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



Clerk of Council

A RESTATED AND AMENDED AGREEMENT CONTINUING
THE CHAGRIN VALLEY DISPATCH COUNCIL

THIS RESTATED AND AMENDED AGREEMENT is made and entered into this 13 day of MAY, 2013, in Cuyahoga County, State of Ohio, by and among all the political subdivisions executing this Restated and Amended Agreement, pursuant to the authority granted by Chapter 167 of the Ohio Revised Code and, with the exceptions of townships, pursuant to the authority granted by Article XVIII, Section 3 of the Ohio Constitution.

WHEREAS, the Chagrin Valley Dispatch Council ("CVD") was established by an Agreement effective on April 6, 2011 by all parties hereto, a copy of which is attached hereto as "Exhibit A;" and

WHEREAS, all parties hereto desire to provide the methodologies for 1) the current and future capital and operating costs of the Chagrin Valley Regional Communications Center ("RCC"), 2) inclusion of new members to the CVD, 3) withdrawal from membership from and the dissolution of the CVD, and 4) all other matters relating to the dispatch of public safety services and operation of the CVD and/or RCC.

WITNESSETH:

The parties to this Restated and Amended Agreement, wishing to continue the CVD, a Regional Council of Governments, pursuant to Chapter 167 of the Ohio Revised Code, agree as follows:

I. NAME

The name of the regional council of governments continued herein shall be the "Chagrin Valley Dispatch Council" ("CVD").

II. PURPOSE

The purpose of the CVD is to promote cooperative arrangements and coordinate action among its Members in matters relating to the dispatch of public safety services and the operation of the Chagrin Valley Regional Communications Center ("RCC").

III. MEMBERSHIP

The Members of the CVD are as follows:

Village of Bentleyville;
Chagrin Falls Township;
Village of Chagrin Falls;
Village of Hunting Valley;
Village of Moreland Hills;
Orange Village;
Village of South Russell; and
Village of Woodmere.

Such Membership shall be limited to the current political subdivisions located within the Chagrin Valley that are receiving public safety dispatch services from the RCC, and those political subdivisions that may in the future agree to a CVD New Member Participation Agreement to receive dispatch services from the RCC and are accepted under the terms and conditions herein as Members in the CVD.

For purposes of this Agreement, "political subdivision" shall have the same meaning as provided in Section 2744.01(F) of the Ohio Revised Code.

IV. ADMINISTRATIVE AUTHORITY

CVD shall continue and be administered in the following manner:

- A. Each political subdivision which is a party to this Agreement and any new member accepted by the CVD after the effective date of this Restated and Amended Agreement shall be a member of CVD ("Member"), and shall have one (1) Representative to the CVD Board of Trustees ("Board"). The Representative shall be the Mayor, Safety Director, Chairman of the Board of Trustees, or such other official as provided for in the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Representative of the political subdivision may designate an Alternate, who may act on behalf of the political subdivision in the absence of its Representative, if such designation is permitted pursuant to the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Board shall be vested with the authority to manage and operate the CVD, assess, allocate, and implement the capital improvements, equipment, and expenditures of the CVD, and may designate a person, or persons, to run the day-to-day operations of the CVD.
- B. Each Member of the CVD shall be entitled to one (1) vote on each item under consideration before the Board. Voting shall be done following the By-Laws and any amendments thereto as adopted by the CVD.
- C. The Board shall have the continuing authority to amend its By-Laws and otherwise adopt rules to govern its proceedings in any manner not in conflict with this Agreement.
- D. CVD shall also continue to annually elect, from its Representatives, the following officers: President, Vice President, and Secretary, and such other officers as the Board of Trustees may establish in its By-Laws. All officers elected at the annual meeting shall hold office for a term of one (1) year, or until a successor is elected and qualified. Officers shall serve without compensation.
- E. The Director of Finance of the Village of Chagrin Falls shall continue, *ex officio*, to serve as the Fiscal Officer of the CVD, and shall be a non-voting member of the Board, unless the Board by a two-thirds vote appoints a

different Fiscal Officer. The Fiscal Officer, or the Member which employs the Fiscal Officer, may receive from CVD such compensation or expense reimbursement as may be determined by the Board.

- F. The annual meeting of the CVD shall be held each year, at a time and place to be designated by the President. Special meetings may be called as provided in the By-Laws of the CVD.
- G. CVD shall purchase property and casualty insurance in order to protect property owned by CVD, as well as to protect the CVD and its employees from claims arising out of the operations or activities of the CVD or its employees. The Board may at their discretion purchase any other insurance it deems appropriate or necessary.

V. AUTHORITY OF CVD

CVD, by and through its Board, shall have the authority to perform all functions necessary to improve, maintain, and operate the RCC. CVD, by and through its Board, shall be authorized to direct the operations and activities of the RCC; provided, however, that each Member retains its right and duty to supervise and control the manner in which safety services, including police and fire protections, are provided within the Member communities, and the RCC shall supply communications services only.

Specifically, CVD shall have the authority to:

- A. Enter into contractual arrangements for services as deemed necessary and appropriate for the operation and/or betterment of the RCC;
- B. Employ staff to assist in the operations of the CVD or RCC, subject to the provisions of Article X of this Agreement;
- C. Purchase or lease or otherwise provide for supplies, materials, equipment and facilities deemed necessary and appropriate for the operation and/or betterment of the RCC;
- D. Accept and raise private and public monies for the operation and/or betterment of the RCC;
- E. Exercise any and all other powers and authorities available as set forth in Chapter 167 of the Ohio Revised Code.

VI. RESPONSIBILITIES OF THE MEMBERS

Each Member of CVD agrees to cooperate, insofar as it is practicable to do so, with the Board in the following matters:

- A. The furnishing of any information and assistance that may be reasonably necessary for the successful operation of the RCC; and
- B. The adoption of public safety policies, regulations, and laws that may be reasonably necessary for the efficient and effective operation of the RCC.

VII. ALLOCATION OF COSTS AND DISTRIBUTION OF MONEY

- A. Schedule and Determination of Monthly Dues. Each Member agrees to pay the Monthly Dues, as set forth on the Schedule of Monthly Dues, agreed upon by the majority of those Representatives or Alternates present at the meeting at which the Schedule of Monthly Dues is approved. The Monthly Dues may include a charge for capital improvements, equipment, and expenditures ("Capital Charge"), which Capital Charge shall be identified in the invoices to the Members. The methodology and/or methodologies for determining both the allocation of the CVD's Capital Charge and the CVD's operating expenses shall be as determined by said majority of Representatives or Alternates. The Operating Budget determination is based upon actual usage percentages of the prior year. Actual usage percentages shall include service calls as calculated by CVD operational staff. The initial Capital Charge determination is based upon a twenty-five percent (25%) fixed cost allocation and a seventy-five percent (75%) usage percentage with a prior five (5) year historical analysis. Such methodology and/or methodologies, as so determined currently or in the future, shall supersede any prior ordinance, resolution and/or contract, or any part thereof, of any Member relating to radio call service and reverse 9-1-1 service prior to the adoption of this Restated and Amended Agreement by such Member.
- B. Dues to be Paid By and Obligations of New Members. New Members of the CVD, admitted after the effective date of this Restated and Amended Agreement, shall be admitted only if they receive an affirmative vote of two-thirds (2/3) of those Representatives or Alternates present at a meeting at which a new Member is considered, upon the terms and conditions set forth in a Chagrin Valley Dispatch Council New Member Participation Agreement in the same form as "Exhibit B" attached hereto. Any political subdivision which becomes a Member in the CVD after the effective date of this Restated and Amended Agreement shall commence paying dues from the date of the execution of its Chagrin Valley Dispatch Council New Member Participation Agreement. Such dues are payable as agreed upon by the new Member and a majority of the current Members of the CVD present at the meeting at which a new Member is considered. The new Member's dues shall commence on the date of its execution of the Chagrin Valley New Member Participation Agreement and shall be paid as set forth in Article VII A. above. Use of any dues of a new Member shall be determined by a majority of the current CVD Members.

- C. Segregated Account Required for Dues Monies. The Fiscal Officer shall keep all monies collected hereunder in a segregated account.

VIII. ANNUAL OPERATING BUDGET OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER.

- A. Annual Operating Budget. Continuing during every year of operation, the CVD shall develop a Budget as soon as possible in each year. The CVD shall also set the Monthly Dues that must be paid by each Member and may require a payment by the Members of up to three (3) months of the Monthly Dues, which shall be retained and utilized as working capital, and require the payment of the Monthly Dues each month thereafter. Thereafter, the CVD shall establish and approve an annual Operating Budget for the RCC by January 31 of each year, along with a schedule of Monthly Dues to be paid by each Member. The Budget and Monthly Dues shall be as approved by a majority of those Representatives or Alternates present at the meeting at which the Budget is considered. The Budget shall include an amount to cover the reimbursement of the Staffing Member of the RCC, as established in Article X hereof.
- B. Fiscal Year. The CVD shall conduct its operations based upon a calendar fiscal year (January 1st to December 31st).
- C. Acceptance of Funding. The CVD may accept funding from Member political subdivisions, state and federal grant sources, and any other public or private source.

IX. LOCATION OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

The current location of the RCC is the Chagrin Falls Village Hall, 21 West Washington Street, in the Village of Chagrin Falls with its relocation to University Hospital Bedford Medical Center, 88 Center Road, Bedford, Ohio to occur upon the issuance of CVD's occupancy permit for the RCC at said location. The RCC will be so relocated only upon a vote of two-thirds (2/3's) of the Members of the CVD; otherwise the current location of the RCC shall remain at 21 West Washington Street, Chagrin Falls.

X. CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER PERSONNEL

The Village of Chagrin Falls, so long as the RCC is located within the Village of Chagrin Falls, or so long as no other Staffing Member is agreed upon by a majority of those Representatives or Alternates present at a meeting at which a new Staffing Member is considered, shall be the "Staffing Member" responsible for the hiring, firing and management of all of the dispatch employees necessary to operate the RCC. Another Member may serve as the Staffing Member in the event the RCC is moved outside the Village of Chagrin Falls, pursuant to Article IX hereof.

XI. EXISTING AGREEMENTS ASSIGNED; TRANSFER OF PERSONAL PROPERTY

There exist certain agreements between the Village of Chagrin Falls and other Members of the CVD for the provision of certain services (e.g. dispatching services and Reverse 911). By agreement of all of the parties hereto, all such agreements have already been assigned from the Village of Chagrin Falls to the CVD. The Village of Chagrin Falls previously transferred its ownership interest in all of the personal property used in the performance of dispatch services, which is inventoried and identified on "Exhibit C," appended hereto.

XII. ANNUAL REPORT

The CVD shall make an annual report to Board at the annual meeting.

XIII. CANCELLATION OF THE AGREEMENT

Any Member may withdraw from this Agreement, provided, however, that any such withdrawal shall be effective only on December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the President of CVD by registered mail or by personal service not later than July 1st prior to the effective date of such withdrawal.

In the event any Member withdraws, the withdrawing Member shall forfeit its interest in all capital assets of the CVD and the remaining Members shall continue the CVD unless otherwise agreed by the remaining Members.

XIV. AMENDMENTS

This Restated and Amended Agreement may be amended by a two-thirds vote of all Members of the CVD at any regular or special meeting thereof. Copies of any proposed amendments to this Restated and Amended Agreement shall be mailed to all Members not less than thirty (30) days prior to any meeting at which the proposed amendment is to be considered.

XV. SEVERABILITY

In the event any part of portion of this Restated and Amended Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Restated and Amended Agreement shall remain in full force and effect, and shall not be otherwise affected by any such ruling, finding, or decision.

XVI. SEPARATE ORIGINALS

The parties hereto shall each sign a separate original of this Restated and Amended Agreement and submit it to the Mayor of the Village of Chagrin Falls for safekeeping, who shall turn said agreements over to the Secretary of the CVD following the election of that officer.

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the Village of Chagrin Falls, Ohio, under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the Village under the foregoing Agreement during the 2013 fiscal year have been appropriated lawfully for that purpose, and are in the Treasury of the Village 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 of the Ohio Revised Code.

May 13, 2013



David Bloom
Director of Finance
Village of Chagrin Falls, Ohio