AGREEMENT BETWEEN THE CITY OF NORTH OLMSTED AND OLMSTED FALLS FOR POLICE AND FIRE DISPATCH SERVICES

This Agreement is made and entered into in Cuyahoga County, State of Ohio, effective _____, 2024 between the City of North Olmsted ("North Olmsted") and the City of Olmsted Falls ("Olmsted Falls") for the providing of police and fire dispatch services by North Olmsted for three years.

The parties to this Agreement hereby agree as follows:

- North Olmsted agrees to provide all police and fire dispatch services, through its current dispatch center, to Olmsted Falls. This shall encompass dispatching all police and fire calls made to the North Olmsted Dispatch Center, including but not limited to, all 911 calls and 10 digit emergency calls.
- 2. Control of all dispatch policies and operations shall remain with the North Olmsted Police and Fire Chief with input from the Olmsted Falls Police and Fire Chief.
- 3. All dispatchers shall be employees of North Olmsted and North Olmsted shall retain the exclusive right to employ, dismiss and discipline employees.
- 4. North Olmsted shall own all equipment necessary to provide dispatch services and shall maintain and upgrade the same as necessary at North Olmsted's expense.
- 5. North Olmsted shall be responsible for warrant entry, monthly validation and hit notifications for Olmsted Falls.
- 6. North Olmsted shall furnish any information requested by Olmsted Falls required to operate the Police and Fire Departments and comply with public records requests.
- 7. The term of this Agreement shall be three (3) years from the date of execution and shall be renewable for an additional one (1) year by agreement of both parties.
- 8. Either party may cancel this Agreement during the agreement term provided one (1) year notice, in writing, of the intent to cancel provided to the other party.
- 9. This Agreement may be amended in writing by agreement of both parties.
- 10. In the event any part or portion of this Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by any such ruling, finding or decision.
- 11. The dispatch center shall make reasonable attempts to be named and identified as Olmsted Falls Dispatch when all dispatch calls are received by North Olmsted from the 10 digit emergency line.
- 12. The annual cost of the dispatch services is \$300,000, to be paid by Olmsted Falls in quarterly installments of \$75,000. The annual cost of services will increase three percent effective January 1, 2026, January 1, 2027, January 1, 2028 and in the option year, if elected.
- 13. This Agreement shall not affect in any way any other agreements or contracts between North Olmsted and Olmsted Falls, including but not limited to, Mutual Aid Agreements.
- 14. Both parties shall maintain comprehensive, general liability policies of insurance that address coverage of risks arising from the performance of public safety activities herein and both parties shall obtain a specific Certificates of Additional Insurance naming the other party. Consequently, North Olmsted is required to be listed as an Additional Insured under Olmsted Falls insurance policy, and likewise, Olmsted Falls is required to be listed as an Additional Insured under North Olmsted's insurance policy. Each party is responsible for the submission of this Agreement to its own insurance carrier and for production of the Certificate of Additional Insured as required herein to list and identify

the other party. A copy of the two (2) Certificates shall be published and exchanged between the parties on an annual basis in conjunction with renewal of its comprehensive insurance coverage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date indicated by signing this Agreement or identical copies of the same.

CITY OF NORTH OLMSTED

CITY OF OLMSTED FALLS

Mayor Nicole Dailey Jones

Mayor

Approved as to legal form:

Approved as to legal form:

Michael R. Gareau, Jr. City of North Olmsted Director of Law