

ORDINANCE NO. 2021 -103

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO ENTER INTO A COMMUNICATIONS SERVICE CONTRACT WITH THE BRIMFIELD FIRE DEPARTMENT FOR THE PURPOSE OF PROVIDING 911 DISPATCH SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, Brimfield Fire Department desires to purchase from the City of Kent communication services and is outlined in the attached Communications Service Contract marked as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1. The City Manager, or his designee, are hereby authorized and directed to enter into a Communications Service Contract with Brimfield Fire Department for the purpose of providing 911 Dispatch services upon the terms set forth in Exhibit "A" which is attached hereto, incorporated herein by reference and made a part hereof.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: October 20, 2021
Date

Jerry T. Fiala
Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: October 20, 2021
Date

ATTEST: Amy Wilkens
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. 2021-103, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON October 20, 20 21.

(SEAL)

Amy Wilkens
AMY WILKENS
CLERK OF COUNCIL
(SEAL)

COMMUNICATIONS SERVICE CONTRACT

THIS AGREEMENT is made this 1st day of September, 2022 by and between the Brimfield Township Trustees, hereinafter called "BRIMFIELD" and the City of Kent, hereinafter called "KENT."

WHEREAS, BRIMFIELD desires to purchase from KENT the services specified below; and

WHEREAS, KENT is willing and able to supply such services;

The Parties hereby agree as follows:

1. KENT shall perform the following services: Provide communications services for the **Brimfield Fire Department** as such as are within our capabilities of the existing equipment of the **Kent Police Department**, including radio and telephone communications between dispatchers, members of the public, and fire personnel; and will maintain logs of requests for service, complaint control numbers, and daily and monthly calls for service activity reports. KENT will record and maintain for thirty (30) days all radio communication on 151.4750 and 158.8950 and 67 BFDisp call center phone calls related to the **Brimfield Fire Department**.
2. FURTHER, except for equipment listed in addendum #1, KENT will provide, purchase, install and maintain all fixed radio station equipment located at the **Kent Police Department** that is required to transmit and receive on frequencies 151.4750 and 158.8950 MHz and 67BFDisp within the existing area of coverage. All other external communications equipment and any additional radio equipment installed for the purpose of communicating with the **Brimfield Fire Department** shall be paid for, installed, maintained, repaired and when necessary, removed by BRIMFIELD at its expense. The services provided by KENT will NOT INCLUDE other communications services, maintenance of records and reports except as provided herein, or the monitoring of citizen band radio equipment.
3. Any services, which BRIMFIELD desires in addition to those specified above will be negotiated separately by the parties and BRIMFIELD agrees that any equipment necessary for the performance of the additional services will be purchased, installed and maintained by BRIMFIELD.
4. BRIMFIELD agrees that the users of the communication service as provided by KENT will comply with communications discipline and procedures as prescribed by the **Kent Police Department** and Federal Communications Commission Rules and Regulations. FURTHER, BRIMFIELD agrees that the selection, supervision, scheduling and evaluation of the Kent Police Department communications personnel are the sole right and responsibility of the Kent Police Department.
5. KENT shall be paid for these services in the following manner: \$44,040 per year annually on - September 1st. of each year.
6. BRIMFIELD or KENT may terminate this agreement at any time by notifying the other party in writing one hundred eighty (180) days in advance of the desired termination date, except either party may terminate the agreement immediately, upon notice, for breach of said agreement. In the event of said termination, BRIMFIELD will pay KENT, in full, for services received since the last payment date.

7. KENT shall be solely responsible for the salaries of the dispatching personnel and reporting and paying all workers compensation, retirement, income taxes, and all other taxes and fringe benefits including medical insurance.
8. BRIMFIELD agrees to INDEMNIFY and HOLD KENT HARMLESS for any and all direct, indirect, special or consequential damages which it may incur or be held liable for as a result of this agreement including, but not limited to claims or actions brought by individuals against KENT, its council, the Kent Police Department, or any of its agents, officers or employees. However, as to any claim which BRIMFIELD must ultimately pay pursuant to this provision, KENT shall have BRIMFIELD's approval before accepting and/or paying any claim made against KENT under this paragraph, except when a final court judgment is in place requiring KENT to pay said claim, said approval not be unreasonably withheld.
9. In addition, BRIMFIELD will indemnify, hold harmless and reimburse all costs for defenses expended by KENT related to the document/record retrieval and release involving Brimfield Fire and EMS matters.
10. All requests for public records relating to this agreement will be released by KENT pursuant to the Ohio Public Records Act and any exceptions provided therein. Nothing in this agreement shall be construed to limit BRIMFIELD's exclusive legal right to prevent, oppose and/or otherwise defend the retrieval and release of said documents/records.
11. The services provided for this agreement shall commence on September 1st, 2022 and continue through the last day of August 31st, 2025 (3) years. This agreement is subject to an annual increase for services provided. This contract may be renewed upon mutual consent of both parties.
12. This document and any attachments referenced herein contain the entire agreement between the parties and no addition or amendment hereto shall be binding unless made in writing and executed by the parties.

FOR THE CITY OF KENT

Nicholas Shearer #201 01/19/21
Signature Date
Nicholas Shearer
Chief of Police

Approved as to form:

Hope L. Jones 1-25-21
Signature Date
Hope L. Jones
Director of Law
City of Kent, Ohio

FOR BRIMFIELD TOWNSHIP

Nic Coia 12-29-2021
Signature Date
Nic Coia
Chairman
Township Trustee

Sue Fields 12-29-2021
Signature Date
Sue Fields
Township Trustee

Michael Kostensky 12/29/2021
Signature Date
Michael Kostensky
Township Trustee