

ORDINANCE NO.: 20-O-03  
SPONSOR: MAYOR ADAMSON  
INTRODUCED: August 19, 2020

AN ORDINANCE AUTHORIZING THE CITY OF NEW FRANKLIN TO ENTER INTO AGREEMENTS WITH THE CITY OF GREEN TO CREATE A REGIONAL COUNCIL OF GOVERNMENTS FOR THE PURPOSE OF SHARING SERVICES AND TO CREATE A SHARED PUBLIC SAFETY DISPATCH CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, The City of New Franklin and The City of Green desire to combine their dispatch operations into a single Dispatch Center; and

WHEREAS, in order to efficiently operate, manage, fund, and maintain the combined Dispatch Center, The City of New Franklin and The City of Green desire to create a Regional Council of Governments pursuant to Ohio Revised Code Chapter 167; and

WHEREAS, creation of a Regional Council of Governments and Dispatch Center, will allow the City of New Franklin to pool its resources with surrounding communities in order to provide more efficient, higher quality services for the taxpayers of The City New Franklin.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEW FRANKLIN, COUNTY OF SUMMIT, AND STATE OF OHIO, THAT:

**SECTION ONE:**

Council authorizes the Mayor to enter into an Agreement between the Cities of New Franklin and Green for the Purpose of Creating a Regional Council of Governments, The South Summit Council of Governments, for the Purpose of Sharing Services. A copy of the Agreement is attached as Exhibit "A".

**SECTION TWO:**

Council authorizes the Mayor to enter into an Agreement between the Cities of New Franklin and Green for the Purpose of Creating a Shared Public Safety Dispatch Center. A copy of the Agreement is attached as Exhibit "B".

**SECTION THREE:**

The City of New Franklin finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberation of this Council and any other Committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**SECTION FOUR:**

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety, and welfare of the citizens of New Franklin. Provided that this legislation receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: September 16, 2020

Kelly Kepler  
Kelly Kepler, Clerk

David Stock  
David Stock, President  
20-0-03

APPROVED: September 16, 2020

Paul F. Adamson  
Paul F. Adamson, Mayor

ENACTED EFFECTIVE: September 16, 2020

ON ROLL CALL: Cotts Yes Jones Yes Harget Yes  
Fetterman No Stock Yes Hawk Yes  
Norris Yes

Publications on September 25, 2020 and October 2, 2020

Kelly Kepler  
Kelly Kepler, Clerk

**EXHIBIT A**  
**(Revised 9/2/20)**

**AGREEMENT**  
**BETWEEN THE CITIES OF NEW FRANKLIN AND GREEN**  
**FOR THE PURPOSE OF CREATING A REGIONAL COUNCIL**  
**OF GOVERNMENTS, THE SOUTH SUMMIT COUNCIL OF**  
**GOVERNMENTS, FOR THE PURPOSE OF SHARING SERVICES**

This Agreement, dated \_\_\_\_\_, 2020 by and between the City of New Franklin (“New Franklin”) and the City of Green (“Green”) (each a “Party” and collectively, the “Parties”) sets forth the terms and conditions which have been agreed to by the Parties for the purpose of creating the South Summit Council of Governments (the “Council”) as defined in Ohio Revised Code Chapter 167.

**RECITALS**

WHEREAS, the Parties desire to share services, promote cooperative arrangements and coordinate action among its members in matters relating to public safety dispatch operations and at its discretion, promote cooperative agreements and contracts among its members or other governmental agencies and private persons, corporations, or agencies and exercises all other powers and authorities available to the Council as set forth in Chapter 167 of the Ohio Revised Code, and in particular Sections 167.03 thereof; and

WHEREAS, the Parties may desire to work with additional communities through the Council in the future; and

WHEREAS, the Parties are desirous of setting forth such further terms and conditions under which the Council will be created, governed and managed;

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree to the following covenants, promises and declarations:

1. The Council shall be deemed formed upon enactment of Ordinances by the City Councils of both Parties.
2. Each of the Parties and any political subdivision which has been duly appointed as an additional member in accordance with the Agreement, shall be represented on the South Summit Council of Governments’ Board (“the Board”) by its elected chief executive or by an alternate, designated by them with a letter of proxy. Each representative shall be entitled to one vote on each item under consideration before the Board. In the event of an unresolved deadlock on any item or issue, the matter

shall be referred to binding arbitration according to terms to be agreed upon by the parties.

3. The Parties, and any additional members admitted hereafter agree to retain their membership in the Council for at least 24 months. Any party wishing to withdraw at the end of that two year period must provide written notice of intent at least 60 days prior to the end of the initial two year period. Thereafter any party wishing to withdraw from the Council may do so sixty (60) days after notifying the Council members, in writing, of their intent to withdraw.
4. The Parties agree that the costs of formation and operation of the Council shall be shared based on the cost sharing formula as agreed by the parties, attached hereto as Exhibit 1 and incorporated by reference herein. Said cost sharing formula may be revised by the Board as circumstances change and as the Board sees fit.
5. The Parties agree the Council shall not displace the authority of any of its member municipalities in the exercise of their statutory powers.
6. The first meeting of the Council shall be held no later than ten (10) days following formation of the Council by the Parties. The meeting shall be held at a time and place to be designated by the representative from the City of Green, who shall act as temporary Chairperson until such time as designation and appointment of officers is determined. The first order of business shall be the adoption of the By-Laws. The Board shall have the continuing authority thereafter to amend the By-Laws and otherwise adopt rules to govern its proceedings in any manner not in conflict with this Agreement.
7. The Parties agree to create and approve By-Laws for the Council (the "By-Laws"). The By-Laws shall be approved by a majority vote of the Council members. The By-Laws shall designate the Officers of the Council, including a Fiscal Officer, and the method for their selection to create a governing board for the Council. The By-Laws shall provide for the conduct of the business of the Council.
8. The Parties recognize that once approved by the Auditor of the State of Ohio the Council may enter into contracts to provide any service to the Parties. The Parties also recognize the Council may enter into contracts to perform any function or render any service the Parties may perform or render.
9. The Parties agree any community desiring to become an additional member of the Council must pass legislation accepting the terms of this agreement as a Party, express their interest to join Council through the Ordinance or Resolution, commit to a minimum of 24 months as a member of the Council, and receive approval by the Council Executive Board of its application for membership.
10. By approving this Agreement, it is understood that all Parties have reviewed it and agree with its contents. Approval of this Agreement signifies a commitment to work

together for the betterment of the Council and each member community by improving services and increasing cost effectiveness.

11. This Agreement is hereby approved by the governing bodies of the Cities of New Franklin and Green.

THE CITY OF GREEN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE CITY OF NEW FRANKLIN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**(Revised 9/2/20)**

**AGREEMENT**  
**BETWEEN THE CITIES OF NEW FRANKLIN AND GREEN FOR THE**  
**PURPOSE OF CREATING A SHARED PUBLIC SAFETY DISPATCH**  
**CENTER**

This Agreement, dated \_\_\_\_\_, 2020 by and between the City of New Franklin (New Franklin) and the City of Green (Green) (each a "Party" and collectively, the "Parties") sets forth the terms and conditions which have been agreed to by the Parties for the purpose of creating a new, shared Public Safety Dispatch Center (the "Dispatch Center").

**RECITALS**

WHEREAS, New Franklin and Green desire to combine their dispatch operations into a single Dispatch Center; and

WHEREAS, the Parties are creating a Regional Council of Governments (the Council) pursuant to Ohio Revised Code Chapter 167; and

WHEREAS, the Parties intend to share the cost of planning, designing, and staffing the Dispatch Center; and

WHEREAS, Green and New Franklin will transfer ownership of its dispatch equipment to The South Summit Council of Governments as further set forth herein; and

WHEREAS, the Parties are desirous of setting forth such further terms and conditions under which the Dispatch Center project will be administered;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree to the following covenants, promises and declarations:

**AGREEMENT**

1. Upon formation of the Council the Parties agree to participate together as a project management group to jointly plan, design and operate the Dispatch Center, and engage a consultant as necessary to assist in the project.
2. The Parties agree to fund approved portions of the Dispatch Center through in-kind contributions or through specific appropriations as necessary for the project and operations.
3. The Parties agree that the costs of consolidation and all future costs will be shared based on the cost sharing formula as agreed to by the parties, attached hereto as "Exhibit 1" and incorporated by reference herein.

4. The Parties agree that the Fiscal Officer of the City of Green shall be designated as Interim Fiscal Agent for the Parties until such time as a Fiscal Agent is retained, and as such, shall be responsible to collect the contributions, loan proceeds or appropriations as described in Section 2 above and any overages as described in Section 5 below. In return, the City of New Franklin shall provide primary legal services to the Dispatch Center with review by the City of Green Law Director until such time as separate legal counsel is retained.
5. Overages and Non-Covered Expenses – The Parties acknowledge and agree that costs of the Dispatch Center project may exceed the projected amounts (“Overages”). In that event, the Parties agree to contribute an amount in proportion to the cost sharing formula as agreed to by the parties (Ex. 1) in order to satisfy the Overages, upon presentation of an invoice by the Fiscal Agent and documentation of the Overages. The Interim Fiscal Officer’s time will not be included in any expenses related to the operating costs of the dispatch center during formation.
6. Subject to pre-approval of all parties, the parties hereby authorize the Fiscal Agent to execute all necessary contracts relating to the Dispatch Project as agent of the parties.
7. Any disputes or disagreements regarding this agreement or the Dispatch Project shall be discussed at a meeting with a representative from each of the parties. The dispute or disagreement shall be discussed in a professional manner and an amicable resolution shall be presented. In the event that an amicable resolution cannot be reached, the dispute or disagreement shall be referred to binding arbitration according to terms to be agreed upon by the parties.
8. By approving this agreement, it is understood that all parties have reviewed it and agree with its contents. Approving this agreement is also a commitment to work together for the betterment of each community, to improve service, increase cost effectiveness and create an efficient and effective Dispatch Center.

This agreement is hereby approved by the Governing Bodies of the Cities of New Franklin and Green, Ohio.

*(Signatures on following page)*

**SIGNATURE PAGE TO AGREEMENT BETWEEN THE CITIES OF NEW FRANKLIN  
AND GREEN FOR THE PURPOSE OF CREATING A SHARED PUBLIC SAFETY  
DISPATCH CENTER**

THE CITY OF GREEN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE CITY OF NEW FRANKLIN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



New Franklin/Green Safety Services COG

Service Ratio Determination

1. Call Volume/Duration – our average call duration for fire dispatch services is similar to the numbers you presented, so we will accept your duration parameters.

New Franklin	191,196 min	42.5%
Green	259,098 min	57.5%
Total	450,294 min	100%

2. Population

New Franklin	14,165	35.5%
Green	25,747	64.5%
Total	39,912	100%

3. Square Mileage

New Franklin	26.68 Sq. Mi.	44.3%
Green	33.54 Sq. Mi.	55.7%
Total	60.22 Sq. Mi.	100%

Service Ratios (Call volume/duration, population, and square miles)

New Franklin	122.3	40.8%
Green	177.7	59.2%
Total	300.0	

We propose that service ratios be adjusted every two years. We propose that after the initial costs of consolidation and everything is relocated, up and running, any expenses that arise that are solely related to Law Enforcement dispatching, those costs be paid by entities (New Franklin) using LE dispatching services. An example of this would be the purchase of the Law Enforcement caller interrogation protocol from priority dispatch, or the replacement of the LEADS computer. Expenses that are related to Fire/EMS dispatching would be paid by entities (New Franklin and Green) using Fire/EMS dispatching at the current Service Ratios. Expenses related to the overall operations center would be paid by all entities using the dispatching center at current Service Ratios.