

# CITY OF CLAYTON, OHIO

## RESOLUTION NO. R - 10 - 20 - 54

### A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL COOPERATIVE USER AGREEMENT WITH THE CITY OF DAYTON, OHIO

**WHEREAS**, the Montgomery County Regional Dispatch Center dispatches fire calls for the City of Clayton, Ohio and several other surrounding cities and townships; and

**WHEREAS**, the successful operation of the Clayton Fire Department encompasses, in part, the ability to efficiently and effectively receive CAD data from the Montgomery County Regional Dispatch Center and transfer said data to the City of Clayton's record management system; and

**WHEREAS**, the Cities of Clayton and Dayton agree to enter into an Intergovernmental Cooperative User Agreement ("Agreement") in order to accomplish the stated purpose of effective and expeditious receipt of CAD data and the transfer of said data to Clayton's record management system; and

**WHEREAS**, the Cities of Clayton and Dayton believe it to be in their best interests to outline their respective commitments to achieve the goals set forth above; and

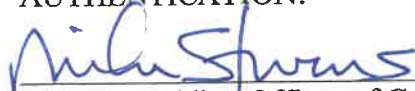
**WHEREAS**, this Intergovernmental Agreement is for a valid public purpose and is permitted under the home rule powers of the Charters of Dayton and Clayton.

### NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:

1. That the City Manager is hereby authorized to sign an Intergovernmental Cooperative User Agreement ("Agreement") with the City of Dayton, Ohio in order to accomplish the stated purpose of effective and expeditious receipt of CAD data and the transfer of said data to Clayton's record management system, in substantially similar form as appended hereto as **Exhibit A**.

ADOPTED BY COUNCIL ON OCTOBER 15, 2020.

AUTHENTICATION:

  
Mayor (Presiding Officer of Council)

  
Clerk of Council

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Law Director

CERTIFICATION OF PUBLICATION

This shall certify that that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Brookville Star

Date of publication

October 21, 2020

  
\_\_\_\_\_  
CLERK

**INTERGOVERNMENTAL COOPERATIVE USER AGREEMENT**

**THIS INTERGOVERNMENTAL COOPERATIVE USER AGREEMENT** ("Agreement"), made this 15<sup>th</sup> day of October, 2020, by and between the **CITY OF DAYTON, OHIO**, an Ohio municipal corporation (hereinafter referred to as "Dayton"), and the **CITY OF CLAYTON, OHIO**, an Ohio municipal corporation (hereinafter referred to as "Clayton")(hereinafter collectively referred to as the "Cities" or the "Parties").

**WITNESETH**

**WHEREAS**, the Montgomery County Regional Dispatch Center dispatches fire calls for the City of Clayton, Ohio and several other surrounding cities and townships; and

**WHEREAS**, the successful operation of the Clayton Fire Department encompasses; in part, the ability to efficiently and effectively receive CAD data from the Montgomery County Regional Dispatch Center and transfer said data to the City of Clayton's record management system; and

**WHEREAS**, the Cities agree to enter into this Intergovernmental Cooperative User Agreement ("Agreement") in order to accomplish the stated purpose of effective and expeditious receipt of CAD data and the transfer of said data to Clayton's record management system; and

**WHEREAS**, the Cities believe it to be in their best interests to outline their respective commitments to achieve the goals set forth above.

**WHEREAS**, this Intergovernmental Agreement is for a valid public purpose and is permitted under the home rule powers of the Charters of Dayton and Clayton.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City of Dayton, Ohio and the City of Clayton, Ohio, hereby agree as follows:


1. Dayton owns and utilizes a server to receive their CAD data located at the Montgomery County Regional Dispatch Center ("Server"). The Server is capable of effectively transmitting CAD data to Clayton, which can then be stored in its record management system.
2. The Cities agree the Server will receive and transfer CAD data to Clayton's record management system. The Cities will work cooperatively and in good faith to accomplish this exchange of data.
3. The Cities shall share equally in all maintenance costs associated with the Server. Dayton shall be responsible for procuring all maintenance at its sole discretion.
4. The Cities agree to share equally in upgrade and/or replacement costs of the Server at such time when upgrade and/or replacement becomes necessary

5. Notwithstanding anything in the foregoing, the total remuneration under this Agreement related to maintenance, upgrade, or replacement costs shall not exceed Ten Thousand Dollars (\$10,000.00).
6. The Cities agree before any maintenance, upgrade, and/or replacement costs are incurred, Dayton will notify Clayton in writing of the total estimated and/or actual cost of said maintenance, upgrade, or replacement.
7. This Agreement will become effective when both authorized representatives of Clayton and Dayton have signed this Agreement ("the effective date"). This Agreement shall remain in effect for a period of five (5) years from the effective date unless earlier terminated by one of the parties.
8. Either party may terminate this Agreement upon providing 30 days written notice to the City Manager of the non-terminating party. However, if Clayton is notified by Dayton of any maintenance, upgrade, and/or replacement costs for the Server it shall not be permitted to terminate this Agreement until it remits its share of the costs.
9. Should any provision of this Agreement, or the application thereof, to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative application thereof, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity. Further, should any provision of this Agreement be held invalid or unenforceable by reason of any excessive scope, restriction, or obligation, such provision shall be reformed in writing to retain such scope, restriction, or obligation to the fullest extent deemed valid and enforceable.
10. This Agreement shall be construed in accordance with the laws of the State of Ohio. Cities hereby irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.
11. The Cities may amend this Agreement, at any time, upon agreement that is reduced to writing, which makes specific reference to this Agreement, executed by a duly authorized representative of the Cities and, if required approved by their legislative authorities.
12. The Cities acknowledge this Agreement contains the entire understanding and agreement of the Cities with respect to the subject matter herein, supersedes any previous understanding and/or agreement, and may not be modified except in writing by mutual agreement of the parties.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**


IN WITNESS WHEREOF, the parties have hereunto set their hands on this 15<sup>th</sup> day of October, 2020.

**CITY OF CLAYTON, OHIO**

BY:   
Amanda Zimmerlin, City Manager

Adopted via City of Clayton Resolution No. R-10 on October, 15, 2020.  
20-54

**CITY OF DAYTON, OHIO**

for By:   
City Manager

**APPROVED AS TO FORM  
AND CORRECTNESS:**

9/16/2020

**X** Amelia N. Blankenship for

City Attorney  
Signed by: Blankenship, Amelia

**\*\* No Commission Action Required\*\***

APPROVED AS TO FORM:




Martina M. Dillon  
Clayton Law Director

**CERTIFICATE OF FISCAL OFFICER - CITY OF CLAYTON, OHIO**

As Finance Director for the City of Clayton, Montgomery County, Ohio, I hereby certify that the funds for the purpose of meeting the obligations of this contract have been lawfully appropriated and that they are in the treasury or in the process of collection free from any previous encumbrances.

Dated: 10.16.20

By:   
Kevin Schweitzer, Finance Director  
City of Clayton, Ohio