

ORDINANCE NO. 2025 – 104

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF PARMA FOR PUBLIC SAFETY DISPATCH SERVICES AND TO EXPEND FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights strives to maximize services for the community while minimizing expenditures; and

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract and/or agreement with another municipal corporation, upon any terms agreed upon, for police protection services; and

WHEREAS, in 2015, the City of Parma Heights and the City of Parma entered into a Cooperative Agreement to establish a Consolidated Communication Center in Parma, Ohio, and proceeded pursuant to a three (3) year cooperative agreement; and

WHEREAS, in 2018 and in 2020, the Cities entered into Addendums to the Agreement; and

WHEREAS, Parma Heights and Parma are now proposing a Cooperative Agreement to Maintain the Parma Regional Dispatch Center (PRDC), as described in Exhibit “A”, attached hereto and made a part hereof as if fully rewritten.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is authorized and directed to enter into a Cooperative Agreement to Maintain the Parma Regional Dispatch Center (PRDC) with the City of Parma, as described in Exhibit “A”, attached hereto and made a part hereof as if fully rewritten.

Section 2: The Administration is further authorized to expend funds for the portion of costs for the operation of the PRDC that are allocated to the City of Parma Heights, including, if necessary, expenditures that are retroactive to the effective date of January 1, 2026.

Section 3: That Council hereby authorizes the Administration to execute any further documents and/or contracts, including any amendments approved by the Mayor, and to take any further actions necessary to carry out the agreement.

Section 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary in order to enter into this Agreement in a timely manner to avoid any disruption in safety services; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: January 26, 2026 Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen January 26, 2026
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: January 26, '26 MME
MAYOR MARIE GALLO

**COOPERATIVE AGREEMENT TO MAINTAIN THE
PARMA REGIONAL DISPATCH CENTER**

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a mutual aid contract with another municipal corporation, upon any terms agreed upon, for police protection services; and

WHEREAS, in 2015 the City of Parma and the City of Parma Heights entered into a Cooperative Agreement to establish a Consolidated Communication Center in Parma and proceeded pursuant to a three (3) year cooperative agreement; and

WHEREAS, in 2018, the Cities entered into an Addendum to the Agreement; and

WHEREAS, in 2020, the Cities entered into a further Modification and Extension of the Agreement; and

WHEREAS, in 2025, the Cities propose the following Cooperative Agreement to Maintain the Parma Regional Dispatch Center (PRDC); and

NOW, THEREFORE, BE IT AGREED by the City of Parma (Parma) and the City of Parma Heights (Parma Heights) to enter into a Cooperative Agreement (Agreement) to provide for the acquisition, equipping, operation, and maintenance of the Parma Regional Dispatch Center, a consolidated communications center according to the following terms and conditions:

ARTICLE I: Public Safety Dispatch Services

A. DURATION OF AGREEMENT

This Agreement shall commence on or near January 1, 2026, and continue for three (3) years until December 31, 2028, and further subject to termination and/or extension pursuant to Article II.

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide a method to fund the equipping, operation and maintenance of the consolidated PRDC to improve cost-effectiveness of operations and public safety in general. Parma agrees to dispatch Parma Heights Police and Fire Department calls on a twenty-four (24) hour basis to authorized personnel of the Parma Heights Police and Fire Departments and other public safety resources (such as animal control, traffic division) and to provide communication support and services/systems directly related to that function.

C. ESTABLISHMENT OF THE CENTER

The operations of the PRDC will be directed by The City of Parma.

The City of Parma shall be responsible for establishing and maintaining a budget for the PRDC, and policies, procedures and protocols for its operation, taking into consideration recommendations from Parma Heights and any other participating Cities. The PRDC will meet each year to cover any requirements under this Agreement, as well as any recommendations proposed by any participating City, including, but not limited to, financial review under subsection C.4. herein below.

- 1. FACILITY – Parma will be responsible for providing a suitable space for the efficient operation of the PRDC. Parma will retain ownership and be responsible for ongoing maintenance of the building.
- 2. EQUIPMENT – Parma has, with the support of Parma Heights, fully equipped PRDC as a state-of-the-art consolidated regional dispatch center with capacity to maintain emergency communications systems.

Parma Heights will provide and be responsible for all necessary equipment to receive dispatch services in the field including radios, mobile data terminals, video cameras and any other communication equipment. Parma Heights acknowledges that Parma may incur additional costs in the future for upgrading, repairing or replacing PRDC equipment that benefits Parma Heights.

The Parties agree that notice of non-emergency capital expenditures which may impact Parma Heights shall be provided ninety (90) days prior to implementation.

In the event that additional municipalities join the system, the Parties agree to renegotiate Parma Heights’ share of future capital expenditure.

Parma Heights will be solely responsible for their own user fees for such services as LEADS, CAD, and RMS.

- 3. PERSONNEL – Parma will seek recommendations from Parma Heights and additional participating Cities, if any, to update the requirements for the position of PRDC Director. Parma will have ultimate responsibility for the hiring and managing of PRDC personnel.
- 4. PAYMENT FOR DISPATCH SERVICES – Parma Heights, in consideration of the provision of dispatch services outlined herein, agrees to pay Parma in the amount of:

2026	\$472,378.32	per annum
2027	\$503,082.91	per annum
2028	\$535,783.30	per annum

Parma Heights shall notify Parma of its intention to make payments monthly, quarterly, semi-annually or annually. Parma acknowledges such payment options and further agrees to permit Parma Heights to exercise and/or alternate among

various payment options.

The Parties agree to meet directly by September 1st of each calendar year to evaluate the sufficiency of payments for future dispatch services and to discuss, in good faith, any proposed changes, whether increases or decreases in user fees based on an operational cost analysis to include evaluation of costs distribution, changes in workloads, economies of scale, and labor costs.

PRDC will maintain record of calls for service and dispatch associated with Parma, and with Parma Heights, and if appropriate, further differentiate between Fire, Police and other calls by category. The Parties agree to evaluate dispatch records in order to estimate the volume and percentage of calls for service arising in Parma Heights by comparison to calls arising in Parma and any other participating cities and/or total calls for service. In addition, Parma will maintain annual record of operating costs as budgeted and incurred for PRDC including all operating expenses, personnel and equipment, for purposes of evaluating the annual payments by Parma Heights for dispatch services. Parma agrees to provide Parma Heights with access to financial records for PRDC operating costs, including any budgets and expenditure reports, for purposes of said evaluation.

If workload volume directly related to Parma Heights increases to the point that additional staffing becomes necessary, Parma may, but after consultation with Parma Heights, increase monthly fees, if announced by October 1st for the following calendar year. In the event that an increase in monthly fees becomes necessary the increase shall be capped at 15% of the proposed monthly fee increase.

Notwithstanding, the Parties further agree that the foregoing monthly payments shall increase, as necessary, to cover any additional expenses including contractual wage increases, health insurance increases, and other personnel-related costs associated with Parma's cost of employing the additional dispatch personnel necessary to provide dispatch services to Parma Heights. Parma shall notify Parma Heights, in writing, of any proposed additional expenses at least ninety (90) days prior to the effective date of any increase in payment to Parma for dispatch services. In the event that an increase in monthly payments becomes necessary the increase shall be capped at 15% of the proposed monthly payment increase.

Should an additional city desire to consolidate dispatch services into the Parma center, all costs would be reevaluated by the parties on an operational cost basis.

5. PARMA DISPATCH CENTER RESPONSIBILITIES – Parma will take all necessary steps to ensure that the PRDC functions safely, efficiently, and effectively for all users. To achieve such results, Parma will utilize and implement all necessary technological and equipment updates. Any cost affiliated with said updates will be allocated in accordance with the terms herein.

6. **NO OBLIGATION TO RESPOND/NO LIABILITY** – This Agreement is not intended to and shall not be construed to require Parma to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire, EMS basis, not to otherwise provide law enforcement services for events that occur in Parma Heights. In this regard, Parma shall have no liability or responsibility for the actions, errors, omissions, or negligence of Parma Heights Police or Fire safety forces or service personnel in responding to dispatch calls taken through the dispatch center. Parma Heights shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Parma may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services.

ARTICLE II: Termination

TERM/TERMINATION – This Agreement shall remain in effect for an initial term of three (3) years, but may be renewed from year to year, and/or for a successive term of three (3) years by mutual agreement of the parties. This Agreement is subject to termination upon six (6) months advance written notice by either party served on or before July 1st, effectively terminating the Agreement on or about December 31st, with or without cause, for any reason or no reason. Upon notice of termination, the Parties shall cooperate with transition and maintain PRDC operations pending successful completion of transition of dispatch services.

ARTICLE III: Public Records

PUBLIC RECORDS – The Parties agree and acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act and agree to coordinate with each other, in a timely manner, in responses to public records requests and with regard to determination of record retention schedules. Notwithstanding this provision, the Parties agree that nothing in this Agreement shall be construed as limiting a party from responding to a public record request in accordance with Ohio law. Processes will be established to enable Parma Heights to obtain access to its recordings of radio and telephone traffic.

ARTICLE IV: Notices

NOTICES – All notices required hereunder shall be in writing and delivered to the following addresses:

Parma:

Mayor Tim DeGeeter
6611 Ridge Road
Parma, Ohio 44129

Parma Heights:

Mayor Marie Gallo 6281
Pearl Road
Parma Heights, Ohio 44130

ARTICLE V: Certification of Funds

Ohio Revised Code Section 5705.41 requires Parma Heights to certify that the funds necessary to pay for this Agreement have been appropriated and either collected or are in the process of collection. Parma Heights and Parma acknowledge and agree that this Agreement may automatically renew and does not provide for a specified final term or end date.

Parma Heights, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for Four Hundred and Seventy-Two Thousand, Three Hundred and Seventy-Eight Dollars and Thirty-Two Cents (\$472,387.32), and shall recertify this Agreement each year for such amounts as may be required to ensure its respective obligations under this Agreement. Upon obtaining the appropriation of additional funds, the Agreement shall be recertified by the Treasurer or Finance Director of Parma Heights, and a copy of the additional certification shall be provided to Parma's Treasurer.

Failure to certify additional funds as required by this Agreement shall be grounds for immediate termination of this Agreement.

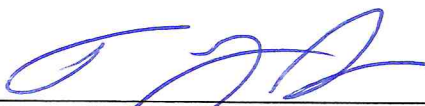
ARTICLE VI: Miscellaneous Provisions

1. This Agreement is solely intended to set forth certain arrangements for the provision of mutual aid where practicable. Therefore, the parties do not intend for any third party to rely on the provisions of this Agreement, and specifically disclaim intent to create any third-party beneficiary with rights under the Agreement. Moreover, there shall be no liability whatsoever upon 11 any Agency arising out of this Agreement, whether to other Agencies, third parties, or otherwise, for the Agency's failure to fully or partially respond to a call for assistance, whether due to the Agency's equipment and/or employees being otherwise engaged, exigent circumstances, or for any other reason.
2. Release. Each party agrees to release the other and not hold the other party liable for any claims, causes of action (including, but not limited to, negligence) or expenses of any kind or nature related to the Agreement. Neither party shall be required to indemnify nor to hold harmless the other party. The Parties shall have all defenses and immunities available by law, including but not limited to Chapter 2744 of the Ohio Revised Code.
3. Entire Agreement: This Agreement represents the entire and integrated Agreement between Parma and Parma Heights concerning the within subject, and supersedes all prior negotiations, representation or agreements, either written or oral.
4. Modification of Contract: It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and duly approved and authorized by each party's legislative authority in accordance with the laws of the State of Ohio and of each individual party.
5. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

6. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the dispatch services without prior written expressed approval of the other party.
7. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.
8. Severability: If any provision of this Agreement, or any covenant, obligation, or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation, or agreement, shall be deemed to be effective, made, entered into, or taken in the manner and to the full extent permitted by law.
9. Other Similar Agreements by Parma: Nothing in this Agreement is intended to nor shall it serve to in any way limit the sole and unfettered discretion of the City of Parma to contract with other municipalities, townships, or political subdivisions for dispatch services and to establish appropriate fees for such purpose totally independent of the arrangement and fees determined for services provided under the within Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below:

CITY OF PARMA

By: 

Mayor Timothy J. DeGeeter

Date: 2/9/26

CITY OF PARMA HEIGHTS

By: 

Mayor Marie Gallo

Date: 1/26/26