

**COUNCIL OF THE  
VILLAGE OF HIGHLAND HILLS**

**ORDINANCE NO. 2024-65**

For the November 13, 2024  
Council Meeting

Introduced by: Mayor Michael L. Booker

Supported by:

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF BEDFORD HEIGHTS FOR BEDFORD  
HEIGHTS TO PROVIDE THE VILLAGE OF HIGHLAND HILLS WITH  
PUBLIC SAFETY DISPATCH SERVICES, AND DECLARING AN  
EMERGENCY.**

**WHEREAS**, Ohio Revised Code §737.04 authorizes the legislative authority of any municipal corporation to enter a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

**WHEREAS**, Ohio Revised Code §9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

**WHEREAS**, the City of Bedford Heights is a charter city with constitutionally-granted home rule powers and the Village of Highland Hills is a charter village with constitutionally-granted home rule powers; and

**WHEREAS**, the Village of Highland Hills seeks to obtain necessary police and fire protection services from the City of Bedford Heights in the form of dispatch services ("Public Safety Services"); and

**WHEREAS**, Bedford Heights and the Village of Highland Hills desire to provide for public safety dispatch services at the Bedford Heights Dispatch Center (located at 5661 Perkins Rd, Bedford Heights) in accordance with terms and conditions set forth herein; and

**WHEREAS**, the parties desire to evidence their agreement that the City of Bedford Heights will provide dispatch services to the Village of Highland Hills in exchange for compensation, and to evidence their respective responsibilities and obligations thereunder, all as set forth in the Agreement attached hereto and incorporated herein as Exhibit "A" and

**WHEREAS**, the Council of the City of Bedford Heights has duly passed on \_\_\_\_\_, 2024, Resolution/Ordinance \_\_\_\_\_ authorizing this Agreement with the Village of Highland Hills for the purchase of such Public Safety Services.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, OHIO:**

Section 1: For the foregoing reasons, this Council approves and authorizes the Mayor to enter an Agreement with the City of Bedford Heights to provide certain Dispatch Services to the Village of Highland Hills, based upon various terms and conditions reflected in an Agreement for Public Safety Dispatch Services between the City of Bedford Heights, Ohio and the Village of Highland Hills, Ohio, all in substantially the same form as attached hereto as Exhibit "A", but subject to final revisions/adjustments by the Law Director.

Section 2: The Mayor, Finance Director, and Chief of Police are hereby authorized to take any reasonably necessary actions to implement and effectuate this Agreement.

Section 3: Any funds paid pursuant to this Ordinance shall be deducted from the Fire Department Fund, and any expenditures required by the Village to effectuate the Agreement have been or will be appropriated for calendar year 2025 and shall be paid from the Fire Department Fund, and from any federal, state or county grant funding which may become available for this purpose.

Section 4: It is 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 all deliberations of this Council, and any of its committees, which resulted in formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 5: This Ordinance is declared an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the Village, and further to ensure continuity of vital Village communication operations and functions directly related to public safety, to facilitate applications for various related federal, state and/or county grants, and to conserve public funds; this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor, provided it receives at least five affirmative votes by members of Council; otherwise, it shall take effect and be in force from the earliest period allowed by law.

Passed in Council this 13th day of November, 2024.

First Reading ✓                      Second Reading \_\_\_\_\_                      Third Reading \_\_\_\_\_

Vote: Pride ✓ yea \_\_\_ nay                      Greene ✓ yea \_\_\_ nay                      Mills ✓ yea \_\_\_ nay

McManus ✓ yea \_\_\_ nay                      Wright ✓ yea \_\_\_ nay

Ordinance No. 2024-65  
For November 13, 2024  
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Cassandra Pride

Cassandra Pride  
President of Council

11/13/24  
Date

Attest:

Margaret Sikon  
Margaret Sikon, Clerk of Council

11/13/24  
Date

Filed with the Mayor:

✓

11/15/24  
Date

Approved By:

Michael L. Booker  
Michael L. Booker, Mayor

11/15/24  
Date

2024-65

## **AGREEMENT FOR DISPATCH SERVICES**

This Agreement for Dispatch Services ("Agreement") is entered as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the city of BEDFORD HEIGHTS, OHIO ("Bedford Heights"), an Ohio Municipal Corporation, with office located at 5661 Perkins Road Bedford Heights, Ohio 44146, and the VILLAGE OF HIGHLAND HILLS, OHIO ("Highland Hills"), an Ohio Village, with principal office located at 24800 Broadway Avenue, Village of Highland Hills, Ohio 44146.

WHEREAS, Ohio Revised Code §737.04 authorizes the legislative authority of any municipal corporation to enter a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services;

WHEREAS, Ohio Revised Code §9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, Bedford Heights is a Charter municipality with constitutionally-granted home rule powers; and

WHEREAS, Highland Hills is a Charter municipality with constitutionally-granted home rule powers; and

WHEREAS, Highland Hills seeks to obtain necessary police and fire protection services from the City of Bedford Heights in the form of dispatch services ("Public Safety Services"); and

WHEREAS, the Bedford Heights City Council on November \_\_\_\_, 2024, passed Ordinance No. \_\_\_\_\_, authorizing this Agreement with Highland Hills for public safety services; and

WHEREAS, the Council of Highland Hills, on \_\_\_\_\_ 2024, passed Resolution/Ordinance \_\_\_\_\_ authorizing this Agreement with Bedford Heights for purchase of public safety services; and

WHEREAS, it is the desire of Bedford Heights and Highland Hills to provide for public safety services in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

### **ARTICLE I- PUBLIC SAFETY DISPATCH SERVICES**

A. Dispatch Services. Bedford Heights, through its dispatch center located at the City's Communications Center located at 5661 Perkins Road Bedford Heights, Ohio, ("Dispatch Center"), agrees to dispatch the Village of Highland Hills Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Village

of Highland Hills Police Department, the Village of Highland Hills Fire Department, and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function ("Dispatch Services"). Dispatch Services include but are not limited to the following: dispatching of Highland Hills' police, fire, EMS, and service resources of emergency and non-emergency incidents, tracking, and documenting the activity of Bedford Heights personnel providing dispatch services to Highland Hills on incidents, providing communication support on incidents, providing routine call information data, maintaining Dispatch Services to be Police LEADS capable, and fire station alerting system. The Dispatch Services including processing of calls, to be made available and provided to Highland Hills shall be equivalent to those Dispatch Services that are provided to the City of Bedford Heights, and all other communities served by Bedford Heights Dispatch. Highland Hills shall be solely responsible to monitor and/or maintain surveillance over any areas in the Village that have been designated as "Internet Purchase Exchange" locations, "Meet Up" locations, or other area similarly designated.

B. Dispatch Services Equipment. Bedford Heights shall furnish all equipment necessary to provide the Dispatch Services to Highland Hills, including but not limited to all initial base station radio equipment, furniture, consoles, and telephone equipment directly related to dispatch functions, and shall routinely maintain such equipment in a reasonable manner. All decisions relating to the provision, maintenance, upgrading, and replacement of such equipment are and shall remain within the sole discretion of Bedford Heights. However, the parties agree that notice of major capital expenditures which may impact Highland Hills shall be provided ninety (90) days prior to implementation; with payment governed by Article I(F) hereafter.

Highland Hills shall provide all equipment necessary to receive the Dispatch Services in the field provided by Bedford Heights, including portable radios, mobile radios, mobile data terminals, in-car radio equipment, video cameras and monitors, and any other communications equipment, and shall maintain and replace such equipment in a manner that ensures compatibility with Bedford Heights's provision of Dispatch Services. Highland Hills agrees to update and/or replace all equipment necessary to receive the Dispatch Services provided by Bedford Heights as may be necessary to ensure the provision of Dispatch Services. Any equipment or radio consoles delivered by Highland Hills to Bedford Heights under this Agreement shall be returned to Highland Hills if said Agreement is ever terminated.

The Village of Highland Hills acknowledges that Bedford Heights in the future may incur additional costs in upgrading, repairing, and replacing equipment necessary to provide the Dispatch Services for the benefit of Highland Hills and other communities. Highland Hills and Bedford Heights agree to negotiate, in good faith, their respective responsibility for any such costs for the benefit of Highland Hills that are not reimbursed by grants.

The Village of Highland Hills shall be solely responsible to individually pay for its own user fees for such services as LEADS, CAD, RMS, MDC airtime, public notification systems.

C. Certain Support Services. Bedford Heights shall further provide Highland Hills with data entry and/or related clerical services, specifically limited to those necessary to comply with applicable LEADS requirements.

D. Personnel. Bedford Heights shall provide all personnel necessary to provide Dispatch Services to Highland Hills. All staffing issues, including the number of dispatchers working at any given time, shall be determined by the Bedford Heights Chief of Police. Bedford Heights shall be solely responsible for the management of all Dispatch Center personnel and all personnel-related issues are within the sole management discretion of Bedford Heights, after consultation with Highland Hills.

E. Operating Procedures/Operations. Control of operating procedures and operations for the dispatch center shall generally rest within the sole discretion of Bedford Heights. However, Bedford Heights agrees to undertake consultations in advance with Highland Hills and any other contracting communities regarding any proposed material changes in operating procedures or policies, through a joint advisory board composed of two (2) representatives from each contracting community, being the Police and Fire Chiefs of each participating municipality, or their respective designees. The board shall be established to meet periodically and make non-binding recommendations to the City of Bedford Heights concerning such operating procedures or policies, including but not limited to review, revisions and recommended changes concerning training standards and requirements; standard operating guidelines, policies, and procedures; and purchasing and replacement of technical equipment to enhance operations and public safety. Supervision and management over dispatch personnel shall lie solely with the City of Bedford Heights. Notwithstanding the above, nothing undertaken by the City of Bedford Heights in connection with its operation of the dispatch center shall materially interfere with the standard operating procedures, response protocols, or other internal operations of the Township or the other various individual contracting communities. Notwithstanding the above, the parties will utilize best efforts to seek maximum participation by all communities in the process of determining future procedures and policies for Dispatch Center operations.

F. Payment for Dispatch Services. The Village of Highland Hills, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Bedford Heights in the amount of Ninety-Five Thousand Dollars (\$95,000.00) per calendar year with payments to be made on a quarterly basis in the amount of Twenty-Three Thousand Seven Hundred Fifty Dollars (\$23,750.00) per quarter due on January 1, April 1, July 1 and October 1 of each calendar year beginning on \_\_\_\_\_, 2025.

The parties agree to meet directly and/or through the Advisory Board by July 31<sup>st</sup> of each calendar year, or such other date as is mutually agreeable, 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 dish-distribution, changes in workloads, economies of scale and labor costs.

In any event, if workload volume directly related to Highland Hills increases to a point that additional staffing becomes necessary, the City of Bedford Heights may within its sole discretion, but after consultation with Highland Hills, increase monthly fees, and if announced

by October 1<sup>st</sup> for the following calendar year. 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 Bedford Heights's cost of employing the additional dispatch personnel necessary to provide Dispatch Services to Highland Hills. Bedford Heights shall notify Highland Hills, in writing, of any such additional expenses at least thirty (30) days prior to the effective date of any increase in payment to Bedford Heights for dispatch services.

G. No Obligation to Respond/No Liability. This Agreement is not intended to and shall not be construed to require Bedford Heights to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire, or EMS basis, nor to otherwise provide law enforcement services for events that occur in Highland Hills. In this regard, Bedford Heights shall have no liability or responsibility for the actions, errors, omissions or negligence of Highland Hills Police or Fire safety forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. And Highland Hills shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Bedford Heights may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services. Bedford Heights shall maintain proper levels of insurance in this regard.

## **ARTICLE II - TERM/TERMINATION**

Bedford Heights shall begin providing the Public Safety Services as soon as possible; ("commencement of services date" currently anticipated as approximately \_\_\_\_\_, 2025, dependent upon completion of all changes necessary to transfer Highland Hills' Dispatch Services to the City of Bedford Heights). This Agreement shall remain in effect for an initial term of twelve (12) months ending December 31, 2025, but will renew automatically from year to year unless terminated upon with six (6) months advance written notice by either party terminating the Agreement, with or without cause for any reason or no reason.

Either party may terminate this Agreement due to a material breach by the other party, provided; however, the party seeking termination gives at least thirty (30) days' notice of its intent to terminate under this provision. If the other party fails to correct the alleged breach, the Agreement shall be terminated thirty (30) days after the notice provided for under this Section.

## **ARTICLE III - PUBLIC RECORDS**

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, on responses to public records requests and regarding determination of records retention schedule periods and time for destruction. Notwithstanding this provision, the parties agree that nothing in this Article shall be construed as limiting a party from responding to a public records request in accordance with Ohio law. Processes will be established to enable Highland Hills to obtain access to its recordings of radio and telephone traffic.

## ARTICLE IV – NOTICE

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

### **Bedford Heights:**

Contact: Mayor Phillip Stevens  
Address: 5661 Perkins Road, Bedford Heights, OH 44146  
Phone: 440-786-3200  
e-mail: [MayorStevens@bedfordheights.gov](mailto:MayorStevens@bedfordheights.gov)

#### *With a copy to:*

Contact: Marlene J. Ridenour, Law Director  
Address: 5661 Perkins Rd Bedford Heights, OH 44146  
Phone: 440-786-3229  
e-mail: [marlener@bedfordheights.gov](mailto:marlener@bedfordheights.gov)

### **Village of Highland Hills:**

Contact: Mayor Michael L. Booker  
Address: 3700 Northfield Road, Highland Hills, Ohio 44122  
Phone: 216-283-3000  
e-mail: [Mayorbooker@vhhohio.org](mailto:Mayorbooker@vhhohio.org)

#### *With a copy to:*

Contact: Thomas P. O'Donnell, Law Director  
Address: 3700 Northfield Road, Ste 11, Highland Hills, Ohio 44122  
Phone: 216-283-3000 Ext. 2204  
e-mail: [todonnell@todlaw.com](mailto:todonnell@todlaw.com)

Any notice or communication shall be deemed effectively given (a) on the date of delivery, if delivered by hand, (b) on the date mailed if sent by overnight express delivery or U.S. Mail, or (c) on the date e-mailed if sent by e-mail.

## ARTICLE V - CERTIFICATION OF FUNDS

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

The Village of Highland Hills, in accordance with Ohio Revised Code §5705.41, will initially certify this Agreement totaling Ninety-Five Thousand Dollars, and shall re-certify this Agreement each year it is in effect 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 re-certified by the Treasurer or Finance Director of the Village

of Highland Hills; and a copy of the additional certification shall be provided to Bedford Heights's Finance Director.

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

#### **ARTICLE VI - MISCELLANEOUS PROVISIONS**

A. Entire Agreement: This Agreement represents the entire and integrated agreement between Bedford Heights and Highland Hills concerning the within subject, and supersedes all prior negotiations, representations, or agreements, either written or oral.

B. 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.

C. 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 the same instrument.

D. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the Dispatch Services without prior written express approval of the other party.

E. Choice of Law/Forum: This Agreement shall be deemed made and entered 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.

F. 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 and enforceable application thereof, and each such provision, covenant, obligation, or agreement, shall be deemed to be effective, operative, made, entered or taken in the manner and to the full extent permitted by law.

G. Other Similar Agreements by Bedford Heights: 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 Bedford Heights 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**VILLAGE OF HIGHLAND HILLS**

**CITY OF BEDFORD HEIGHTS**

\_\_\_\_\_  
Mayor Michael L. Booker  
Village of Highland Hills

\_\_\_\_\_  
Mayor Phillip Stevens  
City of Bedford Heights

*Approved as to form:*

*Approved as to form:*

\_\_\_\_\_  
Village of Highland Hills Law Department  
Thomas P. O'Donnell, Law Director  
3700 Northfield Road, Ste 11  
Village of Highland Hills, Ohio 44122  
216-283-3000, Ext. 2204

\_\_\_\_\_  
Bedford Heights Law Department  
Marlene J. Ridenour, Law Director  
5661 Perkins Road  
Bedford Heights, OH 44146  
440-786-3229

**INITIAL CERTIFICATION OF AVAILABLE FUNDS**

I certify that the money required to meet the first year of this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date: \_\_\_\_\_

\_\_\_\_\_  
Fiscal Officer, Village of Highland Hills

## **AGREEMENT FOR DISPATCH SERVICES**

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In any event, if workload volume directly related to Highland Hills increases to a point that additional staffing becomes necessary, the City of Bedford Heights may within its sole discretion, but after consultation with Highland Hills, increase monthly fees, and if announced

by October 1<sup>st</sup> for the following calendar year. 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 Bedford Heights's cost of employing the additional dispatch personnel necessary to provide Dispatch Services to Highland Hills. Bedford Heights shall notify Highland Hills, in writing, of any such additional expenses at least thirty (30) days prior to the effective date of any increase in payment to Bedford Heights for dispatch services.

G. No Obligation to Respond/No Liability. This Agreement is not intended to and shall not be construed to require Bedford Heights to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire, or EMS basis, nor to otherwise provide law enforcement services for events that occur in Highland Hills. In this regard, Bedford Heights shall have no liability or responsibility for the actions, errors, omissions or negligence of Highland Hills Police or Fire safety forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. And Highland Hills shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Bedford Heights may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services. Bedford Heights shall maintain proper levels of insurance in this regard.

## **ARTICLE II - TERM/TERMINATION**

Bedford Heights shall begin providing the Public Safety Services as soon as possible; ("commencement of services date" currently anticipated as approximately \_\_\_\_\_, 2025, dependent upon completion of all changes necessary to transfer Highland Hills' Dispatch Services to the City of Bedford Heights). This Agreement shall remain in effect for an initial term of twelve (12) months ending December 31, 2025, but will renew automatically from year to year unless terminated upon with six (6) months advance written notice by either party terminating the Agreement, with or without cause for any reason or no reason.

Either party may terminate this Agreement due to a material breach by the other party, provided; however, the party seeking termination gives at least thirty (30) days' notice of its intent to terminate under this provision. If the other party fails to correct the alleged breach, the Agreement shall be terminated thirty (30) days after the notice provided for under this Section.

## **ARTICLE III - PUBLIC RECORDS**

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, on responses to public records requests and regarding determination of records retention schedule periods and time for destruction. Notwithstanding this provision, the parties agree that nothing in this Article shall be construed as limiting a party from responding to a public records request in accordance with Ohio law. Processes will be established to enable Highland Hills to obtain access to its recordings of radio and telephone traffic.

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

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Address: 5661 Perkins Road, Bedford Heights, OH 44146  
Phone: 440-786-3200  
e-mail: [MayorStevens@bedfordheights.gov](mailto:MayorStevens@bedfordheights.gov)

#### *With a copy to:*

Contact: Marlene J. Ridenour, Law Director  
Address: 5661 Perkins Rd Bedford Heights, OH 44146  
Phone: 440-786-3229  
e-mail: [marlener@bedfordheights.gov](mailto:marlener@bedfordheights.gov)

### **Village of Highland Hills:**

Contact: Mayor Michael L. Booker  
Address: 3700 Northfield Road, Highland Hills, Ohio 44122  
Phone: 216-283-3000  
e-mail: [Mayorbooker@vhhohio.org](mailto:Mayorbooker@vhhohio.org)

#### *With a copy to:*

Contact: Thomas P. O'Donnell, Law Director  
Address: 3700 Northfield Road, Ste 11, Highland Hills, Ohio 44122  
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e-mail: [todonnell@todlaw.com](mailto:todonnell@todlaw.com)

Any notice or communication shall be deemed effectively given (a) on the date of delivery, if delivered by hand, (b) on the date mailed if sent by overnight express delivery or U.S. Mail, or (c) on the date e-mailed if sent by e-mail.

## ARTICLE V - CERTIFICATION OF FUNDS

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

The Village of Highland Hills, in accordance with Ohio Revised Code §5705.41, will initially certify this Agreement totaling Ninety-Five Thousand Dollars, and shall re-certify this Agreement each year it is in effect 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 re-certified by the Treasurer or Finance Director of the Village

of Highland Hills; and a copy of the additional certification shall be provided to Bedford Heights's Finance Director.

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

## **ARTICLE VI - MISCELLANEOUS PROVISIONS**

A. Entire Agreement: This Agreement represents the entire and integrated agreement between Bedford Heights and Highland Hills concerning the within subject, and supersedes all prior negotiations, representations, or agreements, either written or oral.

B. 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.

C. 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 the same instrument.

D. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the Dispatch Services without prior written express approval of the other party.

E. Choice of Law/Forum: This Agreement shall be deemed made and entered 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.

F. 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 and enforceable application thereof, and each such provision, covenant, obligation, or agreement, shall be deemed to be effective, operative, made, entered or taken in the manner and to the full extent permitted by law.

G. Other Similar Agreements by Bedford Heights: 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 Bedford Heights 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**VILLAGE OF HIGHLAND HILLS**

**CITY OF BEDFORD HEIGHTS**

\_\_\_\_\_  
Mayor Michael L. Booker  
Village of Highland Hills

\_\_\_\_\_  
Mayor Phillip Stevens  
City of Bedford Heights

*Approved as to form:*

*Approved as to form:*

\_\_\_\_\_  
Village of Highland Hills Law Department  
Thomas P. O'Donnell, Law Director  
3700 Northfield Road, Ste 11  
Village of Highland Hills, Ohio 44122  
216-283-3000, Ext. 2204

\_\_\_\_\_  
Bedford Heights Law Department  
Marlene J. Ridenour, Law Director  
5661 Perkins Road  
Bedford Heights, OH 44146  
440-786-3229

**INITIAL CERTIFICATION OF AVAILABLE FUNDS**

I certify that the money required to meet the first year of this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date: \_\_\_\_\_

\_\_\_\_\_  
Fiscal Officer, Village of Highland Hills