

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF SUMMIT FOR AT&T VESTA HOSTED SOLUTION FOR E-9-1-1, AND DECLARING AN EMERGENCY

WHEREAS, the Village desires to enter into an Intergovernmental Agreement with the County of Summit to maintain and approve a plan for implementation and operating the county 9-1-1 system with AT&T Vesta Hosted Solution for E-9-1-1;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an Intergovernmental Agreement between the County of Summit and the Village of Richfield, attached hereto as Exhibit "A", and incorporated fully herein by reference, subject to final approval of the Law Director.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 10-1-2024

[Signature]
President of Council

[Signature]
Mayor

Date: 10/1/2024

ATTEST:
[Signature]
Clerk of Council

**Intergovernmental Agreement
between
the County of Summit
and
the Village of Richfield
for
AT&T Vesta Hosted Solution for E-9-1-1**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the County of Summit, an Ohio Charter County with the principal place of business located at 175 South Main Street, Akron, Ohio (“County”), and the Village of Richfield, an Ohio political subdivision with its principal place of business located at 4410 West Streetsboro Road, Richfield, Ohio (“Village”) (the County and Village together, the “Parties”).

WHEREAS, the Ohio Revised Code Section 128 establishes that every county shall establish a 9-1-1 Program Review Committee, and that Committee shall maintain and approve a plan for implementation and operating the county 9-1-1 system (“9-1-1 Plan”); and

WHEREAS, the 9-1-1 Plan shall identify each Public Safety Answering Point (“PSAP”) in the county, indicate how they operate and establish a process for expending funds that the County receives from the State of Ohio 9-1-1 Government Assistance Fund (“9-1-1 Funds”); and

WHEREAS, the County 9-1-1 Plan, adopted on July 9, 2024, has the intention of ensuring that each PSAP within the county has the same technology available to them, for the benefit of public safety; and

WHEREAS, the terms of the County 9-1-1 Plan require the County to use 9-1-1 Funds to support two (2) console positions for each PSAP on the AT&T Vesta hosted call handling system under its Master Service Agreement; and

WHEREAS, the Village wishes to move two (2) console positions to the County’s AT&T Vesta Master Service Agreement, attached hereto.

Now, therefore, in consideration of the foregoing and of the mutual agreements hereinafter set forth, the Parties hereby agree as follows:

1. The County shall amend their AT&T Vesta Master Service Agreement to include two (2) console positions for the Village and utilize 9-1-1 Funds for the cost of those two (2) positions.
2. Should the Village’s PSAP receive more than 10,000 calls per year, the 9-1-1 Funds may pay for an additional console position beyond the aforementioned two, as outlined in the 9-1-1 Plan.
3. If the Village wishes to include additional console positions beyond the aforementioned two, and does not meet the call threshold, the Village must do so at its own expense.

4. If the State of Ohio 9-1-1 Funds are no longer be able to support the expense for the two (2) aforementioned console positions or the County 9-1-1 Plan is amended to remove the provision to support PSAP equipment and technology, the Village shall be responsible for the cost of any of the Village's console positions identified in the County's Master Service Agreement.
5. Either Party may terminate this Agreement, without cause, by giving the other Party thirty (30) days written notice.
6. Any Amendment to this Agreement, must be in writing and signed by the parties.
7. This Agreement shall be retroactively effective from DATE, until December 31st, 2030, for a term of 5 years and X months.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date set forth above.

Village of Richfield

County of Summit

Benjamin Chojnacki, X

Ilene Shapiro, County Executive

Date:

Date: _____

Approved as to Form:

Approved as to Form:

XX, Law Director

Brian Harnak, Director
Department of Law & Risk Management