

# RESOLUTION 078-2019

Terminate Agreement with CECOMS

Cuyahoga County, Ohio

Be It Resolved by the Township Trustees of Olmsted Township that

WHEREAS, the Township is a party to a contract with Cuyahoga County dated October 5, 2017 for the Cuyahoga Emergency Communications System (CECOMS) to provide various emergency dispatch services to the Township (Agreement); and

WHEREAS, the Township has entered into an agreement with Southwest Dispatch to being various emergency dispatch services as a replacement of CECOMS effective May 30, 2019; and

WHEREAS, the Township no longer will need the services of CECOMS after May 29, 2019 at midnight; and


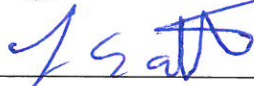
WHEREAS, the Township and CECOMS have reached an agreement on the terms of terminated the Agreement; and

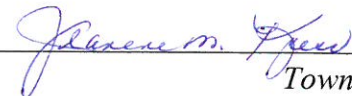
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees approves the attached Separation Agreement between Cuyahoga County and the Township setting forth the terms for terminating the Agreement. Said Agreement is marked as Exhibit A and attached hereto and made a part of here of as though fully rewritten herein.

**BE IT FURTHER RESOLVED:** that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 24<sup>th</sup> day of April, 2019

Attest:   
Township Fiscal Officer

  
Township Trustees

## AGREEMENT

This agreement is entered into by and between Cuyahoga County through the Cuyahoga Emergency Communications System (CECOMS) and Olmsted Township (Township) relating to their current contractual relationship for CECOMS to provide the Township with dispatch services pursuant to an agreement executed by the parties on or about October 5, 2017 (2017 Agreement).

WHEREAS, CECOMS and the Township are parties to a current agreement for CECOMS to provide the Township's dispatch services, 911 cellular calls, landline, equipment and seven-digit emergency answering (Dispatch Services) that originated in a previous agreement executed by the parties on or about September 10, 2014 (2014 Agreement); and

WHEREAS, the Township desires to terminate the 2017 Agreement between the parties; and

WHEREAS, CECOMS desires to continue using the site controller equipment currently owned by the Township but used by CECOMS after the Township leaves CECOMS; and


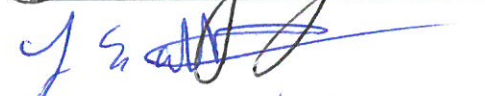
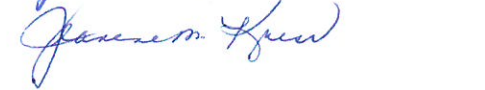
WHEREAS, the Township desires to facilitate an appropriate transition of dispatch services;

NOW THEREFORE, the parties agree as follows:

1. The Township shall cease to be a customer of CECOMS and CECOMS shall cease providing Dispatch Services to the Township pursuant to the 2017 Agreement effective at noon on May 30, 2019.
2. In exchange for the promises set forth in paragraph 3 of this Agreement, the Township shall not be liable to CECOMS for any termination payment under the 2014 Agreement or the 2017 Agreement between the parties. CECOMS explicitly waives any payments contemplated for early termination set forth in Article VI(B) of the 2017 Agreement. The Township shall not be obligated for any payments for Services provided by CECOMS after May 31, 2019.
3. The parties hereby mutually release and forever discharge the other party and all officers and employees of the other party from any and all liability that has or may have arisen from this matter.
4. The Township agrees to allow CECOMS to use the site controller equipment belonging to the Township for the benefit of its members, at no cost to CECOMS, until September 1, 2019. Thereafter, CECOMS shall return the site controller equipment to the Township or its designee as required by the 2014 Agreement. Both parties may agree to extend CECOMS use of the site controller equipment beyond September 1, 2019 if CECOMS makes a written request to the Township and the Township provides written consent. This extension does not require a modification pursuant to Section 6 of this Agreement.
5. As soon as feasible after May 30, 2019, CECOMS shall return all other Township equipment it currently uses to the Township or its designee as required by the 2014 Agreement. All costs associated with the removal of equipment outlined in the 2014 Agreement will be the sole responsibility of the Township. Scheduling of removal will be done at a mutually agreed upon time to ensure the least disruption to CECOMS operations.

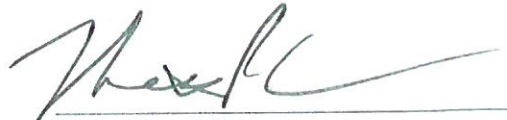
6. This document contains the full and complete expression of the Agreement between the Township and CECOMS concerning the Township's decision to withdraw from CECOMS and supersedes any prior or contemporaneous agreements concerning this subject matter. This Agreement may only be modified by a subsequent written agreement signed and properly approved by the parties.


For Olmsted Township

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For Cuyahoga County

  
Armond Budish  
Executive Director, by Matt Carroll  
(Pursuant to Executive Order No.  
EO2018-0001 dated February 26, 2018)

  
Approved as to Legal Form