

State of Ohio  
Local Government Innovation Grant Fund Application  
February 27, 2012

Submitted by Mifflin Township (Franklin County) on behalf of  
Jefferson Township (Franklin County)  
Plain Township (Franklin County)  
Truro Township (Franklin County)  
Violet Township (Fairfield County)  
City of Whitehall (Franklin County)  
West Licking Joint Fire District (Licking County)

## Section 1: Contact Information

Primary Applicant Information: Mifflin Township Board of Trustees  
Franklin County, Ohio

Mr. Joseph Spanovich, Township Trustee  
Mr. Richard Angelou, Township Trustee  
Ms. Lynn Stewart, Township Trustee  
Ms. Nancy White, Township Fiscal Officer

Address of Primary Applicant: Mifflin Township Administration Offices  
155 Olde Ridenour Road  
Gahanna, Ohio 43230

Telephone Numbers: Office (614) 471-4494  
Fax (614) 478-6726

Email Addresses of Township Officials: Mr. Joseph Spanovich, [Spanovichj@mifftwp.org](mailto:Spanovichj@mifftwp.org)  
Mr. Richard Angelou, [Angelour@mifftwp.org](mailto:Angelour@mifftwp.org)  
Ms. Lynn Stewart, [Stewartl@mifftwp.org](mailto:Stewartl@mifftwp.org)  
Ms. Nancy White, [Whiten@mifftwp.org](mailto:Whiten@mifftwp.org)

Fire Chief: Mr. L. James DeConnick

Assistant Fire Chief: Mr. Michael Grossman

Applicant Contact Information: Mr. Frederick Kauser, Deputy Fire Chief

Mifflin Township Fire Administration  
485 Rocky Fork Blvd.  
Gahanna, Ohio 43230

Office: (614) 471-0542  
Cellular: (614) 496-6319  
Fax: (614) 478-6744

[Kauserf@mifftwp.org](mailto:Kauserf@mifftwp.org)

Section 1

Alternate Contact Information:

Mr. Jeff Sharps, Battalion Chief

Truro Township Fire Administration  
6900 East Main Street  
Reynoldsburg, Ohio 43068

Office: (614) 729-1902  
Cellular: (614) 778-8615  
Fax: (614) 729-1932

[bcsharps@trurotwp.org](mailto:bcsharps@trurotwp.org)

Applicant County:

Franklin

Applicant Population:

35,710<sup>i</sup>

Section 1

## Section 2: Collaborative Partners

Partner Applicant Information: Jefferson Township Board of Trustees  
Franklin County, Ohio

Ms. Donna Finn, Township Trustee  
Mr. Mike Rowan, Township Trustee  
Mr. Mat Flanagan, Township Trustee  
Mr. Ken Jones, Township Fiscal Officer

Partner Address: Township Administration  
6545 Havens Road  
Blacklick, OH 43004

Fire Chief: Ms. Crystal Dickerson

Telephone Numbers: Phone: (614) 855-4260  
Fax: (614) 855-3761

### Explanation of Partnership

Mifflin Township and Jefferson Township collaborate both formally and informally. Each agency provides fire/EMS and Rescue services automatic response to the other on a daily basis. This arrangement is long-standing and is executed at the County level by each elected body. These agencies are also partners, by written agreement, in the MECC 9-1-1 Dispatching Center and by executed Resolution in a shared Emergency Medical Services medical direction program. It's important to note the all present partners operate in this same informal manner.

These agencies have a practice of collaborating daily and the present proposal will be executed by participants of each partnering agency meeting on a bi-monthly schedule, or as necessary, to meet the feasibility scope of work.

Section 2

## Section 2: Collaborative Partners

Partner Applicant Information: Plain Township Board of Trustees  
Franklin County, Ohio

Mr. Eugene R. (Bud) Zappitelli, Township Trustee  
Mr. Dave Ferguson, Township Trustee  
Mr. Dave Olmstead, Township Trustee  
Mr. John A. Brandt, Township Fiscal Officer

Partner Address: Township Administration  
45 Second Street  
P.O. Box 273  
New Albany, OH 43054-0273

Fire Chief: Mr. John Hoovler

Assistant Fire Chief: Mr. Jack Rupp

Telephone Numbers: Phone: (614) 855-7770  
Fax: (614) 855-7761

### Explanation of Partnership

Mifflin Township and Plain Township collaborate both formally and informally. Each agency provides fire/EMS and Rescue services automatic response to the other on a daily basis. This arrangement is long-standing and is executed at the County level by each elected body. These agencies are also partners, by written agreement, in the MECC 9-1-1 Dispatching Center and by executed Resolution in a shared Emergency Medical Services medical direction program. It's important to note the all present partners operate in this same informal manner.

These agencies have a practice of collaborating daily and the present proposal will be executed by participants of each partnering agency meeting on a bi-monthly schedule, or as necessary, to meet the feasibility scope of work.

Section 2

## Section 2: Collaborative Partners

Partner Applicant Information: Truro Township Board of Trustees  
Franklin County, Ohio

Mr. Pat Mahaffey, Township Trustee  
Ms. Barb Strussion, Township Trustee  
Mr. Dennis Nicodemus, Township Trustee  
Ms. Natalie Nicodemus, Township Fiscal Officer

Fire Chief: Mr. Steve Hein

Partner Address: Township Administration  
6900 E. Main St.  
Reynoldsburg, Ohio 43068

Telephone Numbers: Phone: (614) 866-7391  
Fax: (614) 866-6861

### Explanation of Partnership

Mifflin Township and Plain Township collaborate both formally and informally. Each agency provides fire/EMS and Rescue services automatic response to the other on a daily basis. This arrangement is long-standing and is executed at the County level by each elected body. These agencies are also partners, by written agreement, in the MECC 9-1-1 Dispatching Center and by executed Resolution in a shared Emergency Medical Services medical direction program. It's important to note the all present partners operate in this same informal manner.

These agencies have a practice of collaborating daily and the present proposal will be executed by participants of each partnering agency meeting on a bi-monthly schedule, or as necessary, to meet the feasibility scope of work.

Section 2

## Section 2: Collaborative Partners

Partner Applicant Information: Violet Township Board of Trustees  
Fairfield County, Ohio

Mr. Terry Dunlap, Sr, Trustee  
Mr. Harry Myers, Jr., Trustee  
Mr. Gary Weltlich, Trustee  
Mr. Chris Smith, Fiscal Officer

Fire Chief: Mr. John Eisel

Partner Address: Township Administration  
12970 Rustic Drive  
Pickerington, OH 43147

Telephone Numbers: Telephone: (614) 575-5556  
Fax: (614) 575-5562

### Explanation of Partnership

Mifflin Township and Violet Township collaborate both formally and informally. Each agency provides fire/EMS and Rescue services automatic response to the other as required. This arrangement is long-standing and is executed at the County level by each elected body. These agencies are also partners, by written agreement, in the MECC 9-1-1 Dispatching Center and by executed Resolution in a shared Emergency Medical Services medical direction program. It's important to note the all present partners operate in this same informal manner.

These agencies have a practice of collaborating daily and the present proposal will be executed by participants of each partnering agency meeting on a bi-monthly schedule, or as necessary, to meet the feasibility scope of work.

Section 2

## Section 2: Collaborative Partners

Partner Applicant Information: West Licking Joint Fire District Fire Board  
Licking County, Ohio

Mr. Randy Foor, Fire District Board Member  
Mr. Mark Van Buren, Fire District Board Member  
Mr. Derek Myers, Fire District Board Member  
Mr. Brian Denton, Fire District Board Member  
Mr. Mike Fox, Fire District Board Member  
Mr. Doug Joseph, Fire District Board Member  
Ms. Elisabeth Krugh, Fire District Fiscal Officer

Fire Chief: Mr. David Fulmer

Assistant Fire Chief: Mr. Ken Mathews

Assistant Fire Chief: Mr. Harold Williams

Partner Address: Fire District Administration  
851 E. Broad St.  
Pataskala, OH 43062

Telephone: Telephone: (740) 927-8600  
Telephone Alt.: (740) 927-3046  
Fax: (740) 964-6621

### Explanation of Partnership

West Licking Fire District collaborates informally with Jefferson, Plain and Violet Townships. Each agency provides fire/EMS and Rescue services automatic response to the other on a daily basis. This arrangement is long-standing and is executed at the County level by each elected body. These agencies are also partners, by executed Resolution in a shared Emergency Medical Services medical direction program. It's important to note the all present partners operate in this same informal manner.

These agencies have a practice of collaborating daily and the present proposal will be executed by participants of each partnering agency meeting on a bi-monthly schedule, or as necessary, to meet the feasibility scope of work.

Section 2

## Section 2: Collaborative Partners

Partner Applicant Information: City of Whitehall Council Members  
Franklin County, Ohio

Mr. Robert Bailey, Council Member  
Mr. Chris Rodriguez, Council Member  
Mr. Van Gregg, Council Member  
Mr. Wes Kantor, Council Member  
Ms. Leslie LaCorte, Council Member  
Mr. Leo Knoblauch, Council Member  
Mr. Jim Graham, Council Member  
Ms. Karen Conison, Council Member  
Mr. Dan Miller, City Auditor

Fire Chief: Mr. Timothy Tilton

Assistant Fire Chief: Mr. Preston Moore

Partner Address: 360 S. Yearling Road  
Whitehall, OH 43213

Telephone Number: Telephone: (614) 237-8614  
Fax: (614) 338-3119

### Explanation of Partnership

Mifflin Township and the City of Whitehall collaborate both formally and informally. Each agency provides fire/EMS and Rescue services automatic response to the other on a daily basis. This arrangement is long-standing and is executed at the County level by each elected body. These agencies are also partners, by written agreement, in the MECC 9-1-1 Dispatching Center and by executed Resolution in a shared Emergency Medical Services medical direction program. It's important to note the all present partners operate in this same informal manner.

These agencies have a practice of collaborating daily and the present proposal will be executed by participants of each partnering agency meeting on a bi-monthly schedule, or as necessary, to meet the feasibility scope of work.

Section 2

## Section 2: Collaborative Partners – Aggregate

Applicant Partners (7):

Mifflin Township (Franklin County)  
Jefferson Township (Franklin County)  
Plain Township (Franklin County)  
Truro Township (Franklin County)  
Violet Township (Fairfield County)  
West Licking Joint Fire District (Licking County)  
City of Whitehall (Franklin County)

Applicant Agencies Provide Fire/EMS Services to the Following Communities (7):

City of Pickerington (Fairfield County)  
City of Reynoldsburg (Franklin County)  
Village of Brice (Franklin County)  
City of New Albany (Franklin County)  
City of Gahanna (Franklin County)  
Harrison Township (Licking County)  
Etna Township (Licking County)

Total Population of  
Collaborative Partners: 177,355<sup>ii</sup>

Total Number of  
Jurisdictions Served: 14

### **Section 3: Project Information**

Project Name: Regional Council of Governments (RCOG) Feasibility Study

#### **Project Description:**

The small-government partner applicants desire to perform a feasibility study to determine the viability of transitioning an existing informal partnership into a Regional Council of Governments. The motivation behind this study is to reduce individual operating costs by sharing resources where possible without compromising services or community identity. The present economic condition and public sentiment regarding publicly funded services requires a critical evaluation of core services and any opportunity to provide these services at a reduced cost. This project includes a critical evaluation of services provided by seven local government agencies who believe that more can be done to reduce regional duplication and improve operational efficiency, thereby saving taxpayer dollars.

The collaborative applicant partners have been sharing at least one operational service since 2004 and have demonstrated significant taxpayer savings, improved operational efficiency and improved customer services. Each entity has informally indicated an interest in sharing other services, however, are reluctant to do so under the present form of partnership. The current informal contracted arrangement has been successful for sharing a single service (9-1-1 dispatching), however, places a considerable burden on a single host agency and is considered insufficient for managing multiple joint projects or sharing multiple services. The Regional Council of Governments approach, as authorized by chapter 167 of the Ohio Revised Code in 1967<sup>iii</sup>, and has been demonstrated successfully across the State of Ohio as an effective structure for organizing and operationalizing shared services. The results, according to existing Regional Council of Governments participants are demonstrated cost-savings and greater efficiency.<sup>iv</sup>

The feasibility study is generally intended to inform elected officials and managers of each applicant agency so they are prepared to make educated decisions for their respective agency and community. The planned feasibility study will produce a range of findings and recommendations within the context of the applicant partner region and environment. Findings, especially those relative to cost savings, are also expected to be generalizable to potential partners. Specifically these findings may include identifying the best-practices of other existing RCOG's, the variables included in forming a RCOG, and the operational policies and practices that are common within Ohio. Overall, the feasibility study will serve as a guide for considering structuring, establishing, operating and marketing a RCOG within the central Ohio area.

Section 3

This project is intended to save taxpayer dollars by identifying a partnership structure that would permit the sharing of assets and services while potentially reducing or eliminating the duplication of services among its partners. Savings is also reported by existing RCOG's through joint purchasing and by leveraging the economies of scale. The present informal partnership includes sharing the costs of operating a six-agency 9-1-1 dispatching center, the result of which has saved local taxpayers millions since opening in 2004. As indicated by the experiences of several other Ohio Regional Councils of Governments the implications of saving taxpayer dollars as the result of forming a RCOG are significant.

Grant funds will be used to provide for professional services from one or more consultants having expertise in relevant statutes and regulations, accounting and auditing practices, benchmarking, risk management, change and performance management among others. Vendors may include public or private firms, individuals, academic institutions and/or those with expertise within an existing partnering agency. The final scope of work will reflect the specific elements required to meet the feasibility study objectives, including establishing a timeline and identifying performance metrics. Generally, the project will include;

- Phase I      Analysis of the applicant agencies including services, budget and finance, operational practices and policies, and implications of a regional efforts. General outcomes include identifying gaps that may impact a regional approach, describing potential opportunities and their risks and benefits as well as performing additional cost-benefit-analysis (CBA) against benchmarked agencies and based on previous collaborative experience.
  
- Phase II     Analysis of existing Ohio Regional Councils of Governments including their various structures, operational policies and practices, and funding and cost-sharing methods. Focus will be on those employing best practices and demonstrating the greatest benefit in delivering services and saving taxpayer dollars.
  
- Phase III    Assimilate the findings from phase one with phase two and provide written comprehensive recommendations and guidance for the implementation of each recommendation. Outcomes include providing a proposed framework and model Regional Council of Governments resolution language and operating bylaws.

**Award/Request Type:**

Grant

Applicants request an Innovation Grant of \$92,000 and expect to contribute at least ten (10%) percent in local funds to the project.

Adjusted award requested is \$82,800 with \$9,200 in matching local funds appropriated.

**Problem Statement:**

The partnering agency applicants recognize the benefits of operating in a shared-services environment and desire to do so - unfortunately local funding isn't readily available to perform the work necessary to take this step.

The challenge for every small government agency in Ohio is to stretch diminishing dollars while maintaining services and shared-services is a positive approach to meeting this goal. For collaboration to work and to produce the desired financial and service-level effects, several conditions seemingly have to be met. Of these, operating under an organized and formal structure seems paramount. A formal structure, including the RCOG focus of this study, addresses the needs of equally sharing services, communicating, decision making, and cost sharing. The applicant spoke with several existing RCOG's and found that the formation of a formal and structured "virtual" organization was an impetus for collaboration and became the tool that allowed it to accomplish its service and financial objectives.

Although the partnering agencies presently collaborate informally, the current is insufficient if we are to expand the shared-services model into other service areas and purchasing. For most small government agencies, including the partnering applicants, funding for ancillary work such as a feasibility study isn't available. The paradox is that funding is required to save tax dollars and further that the benefits from establishing a Regional Council of Governments could be recovered very quickly, most likely during the first year, if funds were available to perform this work.

**Targeted Approach:**

Shared Services

The applicant partnering agencies have considerable experience sharing services and purchasing jointly where possible. Two examples of existing shared services arrangements within the group include 9-1-1 dispatching services (Metropolitan Emergency Communications Center<sup>y</sup>) and Emergency Medical Services Medical Direction. These efforts have resulted in considerable taxpayer savings and greatly improved local and regional service levels. The success of this informal partnership is recognized as a best-practice in government-to-government collaboration within the region and across the state.

Section 3

**Expected Return:**

The investments required to perform this study, aimed at evaluating the merits and identifying the best model for establishing and transitioning to a Regional Council of Governments, are expected to be returned within twenty-four months of completion. The proposed Regional Council of Governments feasibility study is projected to cost an estimated \$92,000. The return on investment at the end of year three is conservatively projected (using benchmarking) at \$3.15 for each dollar invested when applied to a single operational area. The exponential value of the initial investment may be compounded (adjusted) each year following for this operational area and does not account for other areas of operation or the result of expanding partners.

For illustrative purposes, and given that the Regional Council of Governments framework has been instituted as a result of the feasibility study, the applicant agencies intend to participate in the joint purchase of Emergency Medical Services (EMS) supplies. Comparatively, and the result of leveraging purchasing power, the Miami Valley Alliance, a Dayton Ohio Regional Council of Governments reports that their partner members save 27% annually on the purchase of EMS supplies. The applicants have taken a more conservative approach and will utilize a factor of only 25% (see table 1). This is only one of several likely joint purchasing and service sharing options that would result from the transition to a Regional Council of Governments.

<b>Year</b>	<b>Expenditures *</b>	<b>Savings</b>	<b>Expected Savings</b>
2012	\$364,000.00	25%	\$91,000.00
2013	\$385,000.00	25%	\$96,250.00
2014	\$408,990.00	25%	\$102,247.50
Totals	\$1,157,990.00		\$289,497.50
<b>Return on Investment =</b>			<b>3.15</b>

\* = Cumulative amount spent by partners on Emergency Medical Supplies

Table 1.

**Potential for Greater Tax Dollar Savings**

It’s important to note that the actual return on investment is potentially many times that of the illustration. A 1% improvement, or reduction, in the total costs of the combined group is estimated at \$550,000 (**\$55,000,000 estimated total budgets**). It is possible that significant gains can be made to reducing costs using the proposed structure.

## **Past Success**

Regional collaboration is prevalent within central Ohio and the seven agencies that make up the applicant group have considerable experience sharing services. The MECC 9-1-1 center (see attached report) and Emergency Medical Services medical direction demonstrate the ability of these local governments to save taxpayer dollars by sharing services. The applicants have been partnering in these two operational areas since 2004 saving local taxpayers hundreds of thousands of dollars annually when averaged during this period.

In addition to saving dollars and avoiding costs, the applicants have considerable experience in transitioning new agencies into the partnership, preparing a cost-share process and preparing budgets, revising and adopting common policies and procedures, communicating effectively across diverse organizations, and managing expectations, managing performance and change, and other relevant experience that enhances partnering with other public entities.

Nationally, small government agencies have reported that they would not have had the opportunity to pursue cost reduction benefits afforded by their Council of Governments; they simply lacked the resources to address the improvement strategies coordinated by the RCOG's. In addition, others have indicated that they would not have had access to resources including equipment, consumable supplies, and support services had it not been for the RCOG's.

### **Scalability/Replicable:**

The shared services model presently in place could be expanded to include additional partners or into other service areas under a Council of Governments structure. Just as there are tangible and intangible benefits of collaboration, there seems also to be tangible and intangible influencers that make collaboration particularly difficult to accomplish at times. The shared operational areas, including the 9-1-1 dispatch center and EMS medical direction, have capacity to expand and serve additional agencies; however the present partnership structure is limiting and cannot support this expansion. The proposed RCOG structure will support expansion and the addition of new partners and the model could be expanded to include other areas of interest including fleet maintenance, facilities maintenance, public education, training and development, and others.

It should be noted that a significant collaborative project is recently underway between the existing partner applicants and the Licking County Commissioners who manage the Licking County 9-1-1 center. This potential partnership involves the sharing of technology resources across the entire two service areas in an effort to reduce individual agency costs while improving emergency services delivery.

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**Probability of Success:**

The key indicator for future success is previous success. The partner applicants have consistently produced results and have not failed at accomplishing a single initiative undertaken to date.

The applicants have demonstrated considerable success in managing projects well beyond the scope of this proposed feasibility study, have collaborated to save millions of local tax dollars, and have improved services to local and regional communities. The present partners have been referred to as a “role models” by many government officials; setting the bar on what’s possible when agencies cooperate.

**Response to Economic Change:**

The feasibility study is in response to significant economic changes experienced since 2008 which culminated into a global recession. The result of the recession included a reduction in state provided local government funding, a reduction in property tax valuations across the region and reduced revenues for property tax funded agencies and widespread unemployment that impacted income tax revenues. Additionally, taxpayer fatigue is resulting in more failed levies and requests for funding while the costs of human resources, fuel and goods and supplies rise.

The partner agencies were fortunately on the path to reducing operating costs prior to this event and are now positioned to respond to “current substantial changes in economic demand” by critically evaluating services in order to identify permanent strategies for providing core services at a reduced cost.

**Performance Metrics/Audit:**

This project is not the result of performance audit findings for any individual partner applicant.

**Improved Business Environment:**

The partnering applicants contribute to the local economic cycle by providing important services while simultaneously striving to keep tax rates within a threshold that is attractive to enterprise. The objective of the feasibility study is to establish a means by which government partners may reduce operating costs or avoid costs altogether; efforts that directly impact this cycle.

## **Section 4: Financial Documentation**

### **Detained Financial History**

Attached (See Section 5, Supporting Documents) are the previous three years of requested statements from the primary applicant only. These documents reflect the total income and expenses for Mifflin Township and its three operational departments (Police, Service and Roads, and Fire Department), the shared MECC 9-1-1 center and General Administrative costs.

### **Anticipated Project Costs**

The feasibility study is expected to require approximately \$92,000 in professional services. The applicant arrived at this number by estimating the approximate number of primary professional hours (675 – 800 hours) required to complete the project, not including applicant staff.

The partner applicants are prepared to provide matching funds of ten percent, or approximately \$9,200, to the project in addition to providing human resources in the form of existing staff.

**This grant request is for 90% of \$92,000 or \$82,800.**

### **In-kind Contributions**

The partnering applicants currently allocate human resources (existing employees) to manage the current partnered activities and are willing to provide these resources to those who are conducting the feasibility study. The value of these human resources is estimated at \$62,000 over the course of the feasibility student period of approximately six months, however, have not been calculated within the total grant cost. These in-kind contributions were also not calculated in the Return on Investment (RIO) ratio, however, if they were, the three year return remains positive, or almost double the adjusted investment (1:1.9).

Resolutions of support are being prepared by each agency and will include language to permit one or more staff members work time to participate and contribute to the feasibility study.

## Section 5: Supporting Documentation

### Resolutions of Support

According to the grant application instructions, resolutions supporting the proposed feasibility study may be submitted prior to April 30, 2012. The application period prevented the applicant from acquiring the necessary resolutions; however a plan to obtain them prior to the deadline is in place and has been communicated. A representative from the primary applicant agency will be appearing before each partner agency on the assigned dates to address the resolution.

Truro Township	March 1, 7 p.m.
Whitehall City	March 6, 7 p.m.
Plain Township	March 7, 7 p.m.
West Licking Joint Fire District Board	March 8, 7 p.m.
Jefferson Township	March 13, 7 p.m.
Violet Township	March 21, 7 p. m.

<sup>i</sup> Retrieved February 27, 2012 from [http://MORPC.org/info\\_center/dataport/demographics\\_estimate.asp](http://MORPC.org/info_center/dataport/demographics_estimate.asp)

<sup>ii</sup> Retrieved February 29, 2012 from [http://MORPC.org/info\\_center/dataport/demographics\\_estimate.asp](http://MORPC.org/info_center/dataport/demographics_estimate.asp)

<sup>iii</sup> Retrieved February 29, 2012 from: <http://codes.ohio.gov/orc/167>

<sup>iv</sup> Miami Valley Alliance, Dayton, Ohio, Mid Ohio Regional Planning Commission (MORPC), Franklin County, Ohio

<sup>v</sup> Grossman, M.J., Kauser. F.L. (2012) *State of the MECC*, Mifflin Township

**STATE OF OHIO**  
**OFFICE OF THE AUDITOR**  
 MARY TAYLOR, AUDITOR OF STATE

**FINANCIAL REPORT OF TOWNSHIP**

For The Fiscal Year Ended December 31, 2009

Mifflin Township, County of Franklin

**SUMMARY OF CASH BALANCES, RECEIPTS AND EXPENDITURES**

SOURCE DESCRIPTION	GOVERNMENTAL FUNDS	TOTAL EXPENDABLE TRUST FUNDS		NON-EXPENDABLE TRUST FUNDS AND AGENCY FUNDS	TOTALS FUND BALANCE
<b>RECEIPTS:</b>	REVENUE RECEIPTS			OPERATING	
Taxes	9682412.79			RECEIPTS	9682412.79
Charges for Services	1976709.17				
Licenses, Permits and Fees	171767.00				171767.00
Fines and Forfeitures	525.00				525.00
Intergovernmental Receipts	1430757.66				1430757.66
Special Assessments	0.00				
Interest	30015.56		04	22.22	30037.78
Gifts			05		
All Other Revenue	290083.81		06		290083.81
<b>TOTAL RECEIPTS</b>	<b>13582270.99</b>		<b>08</b>	<b>22.22</b>	<b>13582293.21</b>
<b>DISBURSEMENTS</b>	EXPENDITURE DISBURSEMENTS			OPERATING	
General Government	637642.72			DISBURSEMENTS	637642.72
Public Safety	11971810.41				11971810.41
Public Works	199554.62				199554.62
Health	208195.24				208195.24
Human Services	14024.88				14024.88
Conservation-Recreation	0.00				
Miscellaneous	6886.71		13	0.00	6886.71
Capital Outlay	427943.50				427943.50
Debt Service					
Bond Principal Payment	95000.00				95000.00
Note Principal Payment	189009.35				189009.35
Interest and Fiscal Charges	112044.95				112044.95
Personal Services					
Contract Services					
Supplies and Materials				1184.94	1184.94
<b>TOTAL DISBURSEMENTS</b>	<b>13862112.38</b>			<b>1184.94</b>	<b>13863297.32</b>
Total Receipts Over/(Under) Disb.	<b>(279841.39)</b>		<b>17</b>	<b>(1162.72)</b>	<b>(281004.11)</b>
	OTHER FINANCING SOURCES (USES)			NON-OPERATING	
Proceeds of Bonds	65725.75			RECEIPTS (DISB.)	65725.75
Proceeds of Notes					
Operating Transfers-In	1022069.38		35	0.00	1022069.38
Operating Transfers-Out	1217034.20		36	0.00	1217034.20
Advances-In	0.00				
Advances-Out	107.20				107.20
Other Sources/Receipts	0.00		29	0.00	0.00
Other Uses/Disbursements	28873.81		30	0.00	28873.81
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>(158220.08)</b>		<b>*</b>	<b>0.00</b>	<b>(158220.08)</b>
Total of Receipts & Other Sources Over (Under) Disbursements & Other Uses	<b>(438061.47)</b>		<b>40</b>	<b>(1162.72)</b>	<b>(439224.19)</b>
Fund Cash Balance, January 1	4043521.43		41	7071.09	4050592.52
Fund Cash Balance, December 31	3603259.96		42	5908.37	3609168.33
Reserve for Encumbrances, December 31	586233.06		43	0.00	586233.06
				Fund Cash Balance	3609168.33
				Depository Balance	1487396.35
				Investments	2436897.52
				Cash on Hand	-93.80
				Total Treasury Balance	3924200.07
				Less Outstanding Checks	315031.74
				<b>TOTAL BALANCE</b>	<b>3609168.33</b>

I certify the following report to be correct and true, to the best of my knowledge:		Fiscal Officer
	<u>2/28/2010</u>	Chief Fiscal Officer Title
Chief Fiscal Officer Sign Above	Date	155 Olde Ridenour Road
Nancy M. White	614-471-4494	Gahanna, Ohio 43230
Type or Print Name	Telephone	City or Village Zip

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**FINANCIAL REPORT OF TOWNSHIP**

For The Fiscal Year Ended December 31, 2010

Mifflin Township, County of Franklin

**SUMMARY OF CASH BALANCES, RECEIPTS AND EXPENDITURES**

SOURCE DESCRIPTION	GOVERNMENTAL FUNDS	TOTAL EXPENDABLE TRUST FUNDS		NON-EXPENDABLE TRUST FUNDS AND AGENCY FUNDS	TOTALS FUND BALANCE
<b>RECEIPTS:</b>	REVENUE RECEIPTS			OPERATING	
Taxes	9313096.74			RECEIPTS	9313096.74
Charges for Services	2281482.33				
Licenses, Permits and Fees	252566.00				252566.00
Fines and Forfeitures	1235.00				1235.00
Intergovernmental Receipts	1853824.26				1853824.26
Special Assessments	0.00				
Interest	5893.67		04	3.18	5896.85
Gifts			05		
All Other Revenue	113519.98		06		113519.98
<b>TOTAL RECEIPTS</b>	<b>13821617.98</b>		<b>08</b>	<b>3.18</b>	<b>13821621.16</b>
<b>DISBURSEMENTS</b>	EXPENDITURE DISBURSEMENTS			OPERATING	
General Government	547268.98			DISBURSEMENTS	547268.98
Public Safety	12041628.78				12041628.78
Public Works	239445.84				239445.84
Health	228638.49				228638.49
Human Services	15818.24				15818.24
Conservation-Recreation	0.00				
Miscellaneous	7234.40		13	0.00	7234.40
Capital Outlay	496863.62				496863.62
Debt Service	0.00				
Bond Principal Payment	110000.00				110000.00
Note Principal Payment	65160.62				65160.62
Interest and Fiscal Charges	94733.00				94733.00
Personal Services					
Contract Services					
Supplies and Materials				862.00	862.00
<b>TOTAL DISBURSEMENTS</b>	<b>13846791.97</b>			<b>862.00</b>	<b>13847653.97</b>
Total Receipts Over/(Under) Disb.	<b>(25173.99)</b>		17	<b>(858.82)</b>	<b>(26032.81)</b>
	OTHER FINANCING SOURCES (USES)			NON-OPERATING	
Proceeds of Bonds	64745.00			RECEIPTS (DISB.)	64745.00
Proceeds of Notes					
Operating Transfers-In	284416.50		35	0.00	284416.50
Operating Transfers-Out	479255.26		36	0.00	479255.26
Advances-In	0.00				
Advances-Out	0.00				0.00
Other Sources/Receipts	0.00		29	0.00	0.00
Other Uses/Disbursements	17269.14		30	0.00	17269.14
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>(147362.90)</b>		<b>*</b>	<b>0.00</b>	<b>(147362.90)</b>
Total of Receipts & Other Sources Over					
(Under) Disbursements & Other Uses	<b>(172536.89)</b>		40	<b>(858.82)</b>	<b>(173395.71)</b>
Fund Cash Balance, January 1	3603259.96		41	5908.37	<b>3609168.33</b>
Fund Cash Balance, December 31	3439692.00		42	5049.55	<b>3444741.55</b>
Reserve for Encumbrances, December 31	178267.63		43	0.00	<b>178267.63</b>
				Fund Cash Balance	<b>3266473.92</b>
				Depository Balance	<b>2363232.76</b>
				Investments	<b>1402165.82</b>
				Cash on Hand	<b>2716.91</b>
				Total Treasury Balance	<b>3768115.49</b>
				Less Outstanding Checks	<b>323373.94</b>
				TOTAL BALANCE	<b>3444741.55</b>

I certify the following report to be correct and true, to the best of my knowledge:		Fiscal Officer	
		Chief Fiscal Officer Title	
2/28/2011		155 Olde Ridenour Road	
Chief Fiscal Officer Sign Above	Date	Street Address	
Nancy M. White	614-471-4494	Gahanna,	Ohio 43230
Type or Print Name	Telephone	City or Village	Zip

**STATE OF OHIO**  
**OFFICE OF THE AUDITOR**  
 DAVID YOST, AUDITOR OF STATE

**FINANCIAL REPORT OF TOWNSHIP**

For The Fiscal Year Ended December 31, 2011

Mifflin Township, County of Franklin

**SUMMARY OF CASH BALANCES, RECEIPTS AND EXPENDITURES**

SOURCE DESCRIPTION	GOVERNMENTAL FUNDS	TOTAL EXPENDABLE TRUST FUNDS		NON-EXPENDABLE TRUST FUNDS AND AGENCY FUNDS	TOTALS FUND BALANCE
<b>RECEIPTS:</b>	REVENUE RECEIPTS			OPERATING	
Taxes	9252053.28			RECEIPTS	9252053.28
Charges for Services	2344365.35				
Licenses, Permits and Fees	245709.27				245709.27
Fines and Forfeitures	0.00				0.00
Intergovernmental Receipts	1502370.47				1502370.47
Special Assesments	0.00				
Interest	6761.40		04	13.74	6775.14
Gifts			05		
All Other Revenue	103535.84		06		103535.84
<b>TOTAL RECEIPTS</b>	<b>13454795.61</b>		<b>08</b>	<b>13.74</b>	<b>13454809.35</b>
<b>DISBURSEMENTS</b>	EXPENDITURE DISBURSEMENTS			OPERATING	
General Government	553777.53			DISBURSEMENTS	553777.53
Public Safety	11761764.47				11761764.47
Public Works	414737.57				414737.57
Health	196860.64				196860.64
Human Services	39623.69				39623.69
Conservation-Recreation	0.00				
Miscellaneous	12804.64		13	0.00	12804.64
Capital Outlay	464045.83				464045.83
Debt Service					
Bond Principal Payment	0.00				0.00
Note Principal Payment	56869.73				56869.73
Interest and Fiscal Charges	5964.21				5964.21
Personal Services					
Contract Services					
Supplies and Materials				0.00	0.00
<b>TOTAL DISBURSEMENTS</b>	<b>13506448.31</b>			<b>0.00</b>	<b>13506448.31</b>
Total Receipts Over/(Under) Disb.	<b>(51652.70)</b>		<b>17</b>	<b>13.74</b>	<b>(51638.96)</b>
	OTHER FINANCING SOURCES (USES)			NON-OPERATING	
Proceeds of Bonds	0.00			RECEIPTS (DISB.)	0.00
Proceeds of Notes					
Operating Transfers-In	645659.79		35	0.00	0.00
Operating Transfers-Out	645659.79		36	0.00	0.00
Advances-In	0.00				
Advances-Out	0.00				0.00
Other Sources/Receipts	74372.21		29	0.00	74372.21
Other Uses/Disbursements	26061.15		30	0.00	26061.15
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>48311.06</b>		<b>*</b>	<b>0.00</b>	<b>48311.06</b>
Total of Receipts & Other Sources Over					
(Under) Disbursements & Other Uses	<b>(3341.64)</b>		<b>40</b>	<b>13.74</b>	<b>(3327.90)</b>
Fund Cash Balance, January 1	3439692.00		41	5049.55	<b>3444741.55</b>
Fund Cash Balance, December 31	3436350.36		42	5063.29	<b>3441413.65</b>
Reserve for Encumbrances, December	181362.98		43	0.00	<b>181362.98</b>
				Fund Cash Balance	<b>3441413.65</b>
				Depository Balance	<b>2861726.94</b>
				Investments	<b>796805.97</b>
				Cash on Hand	<b>0.00</b>
				Total Treasury Balance	<b>3658532.91</b>
				Less Outstanding Checks	<b>214119.26</b>
				TOTAL BALANCE	<b>3444413.65</b>

I certify the following report to be correct and true, to the best of my knowledge:		Fiscal Officer	
		Chief Fiscal Officer Title	
2/29/2012		155 Olde Ridenour Road	
Chief Fiscal Officer Sign Above	Date	Street Address	
Nancy M. White	614-471-4494	Gahanna,	Ohio 43230
Type or Print Name	Telephone	City or Village	Zip

*Administration &  
Management Of  
the 911 Center*

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*911 Center  
Operations*

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*Future  
Partnerships*

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*Funding*

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*Timeline*

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## MECC 911 Communications Center

The vision for the MECC is the result of a long standing practice of regional cooperation between fire departments within central Ohio. The concept of one or more regional 9-1-1 centers is not new; in fact several examples of collaboration for this purpose can be identified across the region. Within central Ohio, fire departments could choose from a variety of options including becoming a customer of a law enforcement managed center, a customer of a fire department operated center, operate a secondary 9-1-1 center on their own, or create a full-partnership with one or more agencies that share similar service and operational values.

The most challenging, and believed to be the most cost-effective and operationally sound, is that of fully partnering with one or more fire departments. The objective is to operate from such a high level of cooperation where the jurisdictional boundaries, real and perceived, are blurred. This seems the very best option, when available, as all participating agencies are enabled and participate equally.



**MECC-911 Center Lease Signing April 18, 2008**  
(Photo by Walt Middleton Photography)



**MECC-911 Center Dedication Ceremony - April 16, 2009**

**L-R: Chief DeConnick, Trustee Stewart, Trustee Spanovich, Trustee Angelou, U.S. Rep. Tiberi, Chief Tilton, Chief Ingram, Chief Fultz, Chief Hoovler, Chief Eisel**

(Photo by Jeff Mills / Mills Art Photography)

Each partner in MECC participates in, and can influence, operations and management decisions of the center.

The tangible benefits are many. Some examples include improved efficiency of 9-1-1 center staffing, improved emergency response processing times with simultaneous dispatching of multiple agencies, pre-arrival fire and medical instructions, and the implementation of standardized regionalized policies and practices. Costs savings are also realized through shared technology and infrastructure, facilities, and equipment, as well as by leveraging grants and other regional funding opportunities.



## MECC - 911 Communications Center

### Administration and Management of the MECC 911 Communications Center

The Mifflin Township Board of Trustees hosts the MECC - 911 Communications Center on behalf of its partners and is accountable for the administration and business management of the center.

An Assistant Fire Chief oversees the general business operations of the MECC - 911 Center on a daily basis and reports to the Trustees and communicates with members of the MeCC Operations and Executive Chief's Board frequently.

MECC's 9-1-1 annual budget averages \$1.7 million dollars. If each MECC partner were to operate independently using comparable staffing, technology and performance standards, the true cost for each agency ranges between \$700,000 to \$1.2 million annually. The partnership reduces this cost to between one-third and one half for each agency, potentially saving partners and their taxpayers hundreds of thousands of dollars annually.



**Mifflin Township Board of Trustees, Fiscal Officer, and Fire Chief**  
(Photo by Jeff Mills / Mills Art Photography)

#### Typical Funding Challenges

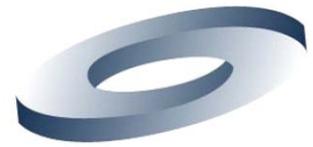
- All funding is derived through property and income taxes
- Rural and urban-sprawl communities are unable to keep up with staffing and other fundamental service needs
- Ohio property tax law does not adjust automatically as property values increase
- Competition is tough since schools use the same funding mechanism
- TIFs and Abatements by inter-municipal governments deprive expected revenues

Realistically, each partnering agency was already receiving services or performing them on their own, although none were operating under the best practices outlined by national standards. This was due almost entirely to the costs associated with implementing these staffing, technology and performance standards. In these cases, MECC has still saved partnering agencies and their taxpayers hundreds of thousands of dollars annually. MECC has also had remarkable success in receiving grants from local, state, and federal programs. With 2.7 million dollars in grant source funding, the MECC provides up-to-date equipment and technology to serve partnering communities and to collaborate with other emergency response and support agencies.

The costs to operate the MECC are divided among partner agencies using a costing methodology designed to distribute costs equitably among the Consortium members. In 2010, with the assistance of the John Glenn School of Public Affairs, the MECC separated costs into *cost pools* that include Dispatching Services, Assets (Building and equipment), Technology, and Capital.

MECC - 911  
Communications





# Center

## Operations

The MECC - 911 Communications Center is located in the Creekside multi-use development in Gahanna Ohio. The center processes and dispatches over 28,000 runs annually for six (6) partner fire departments; managing 33 front-line apparatus from 13 fire stations serving a population exceeding 150,000.

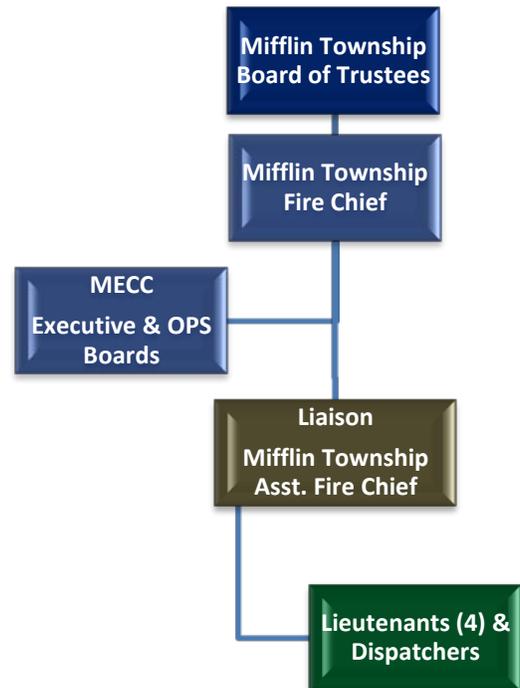
MECC is a “secondary PSAP” (Public Safety Answer Point). In our region 9-1-1 calls are first directed to a primary PSAP answered by your local police department. They then transfer the requests for fire and EMS assistance to the MECC for processing and dispatching.

	2004 (3 Agencies)	2012 (6 Agencies)
<b>Daily Staffing</b>	Two dispatchers	1 – Daily Operations Manager (M-F) 1 - Shift Supervisor per shift 2 (3) – Dispatchers per shift
<b>Personnel</b>	5 – Career Dispatchers 10 – Part-time Dispatchers 14 – Dispatcher-trained Firefighters	4 – Career Lieutenant Dispatchers 7 – Career Dispatchers 9 – Part-time Dispatchers
<b>Dispatched Calls</b>	10,000	28,000
<b>Fire Stations</b>	6	12
<b>Population Served</b>	49,780	151,500
<b>Square Miles Covered</b>	48	102

MECC dispatchers are trained and experienced in Emergency Medical and Fire Dispatch (EMD / EFD) which provides pre-arrival instructions to those who call 9-1-1. Many dispatchers are, or have been, firefighters, EMT’s, or Paramedics so they’re experienced in many types of emergencies.

The MECC - 911 Center grew in service area over the years by adding call-processing services for the State of Ohio Fire Marshal’s office, dispatching fire and explosives investigators across the State.

### MECC 911 Center Organizational Chart



Additionally, MECC serves as one of four regional dispatch centers for the Ohio Fire Chiefs Association *Ohio Emergency Response Plan* (OERP). This plan provides large-scale statewide emergency responses of personnel and apparatus for short and long-term man-made or natural disasters.





## MECC - 911 Future Partnerships

MECC has capacity to serve additional agencies within the central Ohio region, including agencies located within Franklin, Delaware, Licking and Fairfield counties. There is considerable effort already in progress within each county to reduce costs, improve services and collaborate where possible. Economic and political pressures continue to generate discussions and possibilities and MECC is actively engaged in these conversations and demonstrating the value of collaboration.

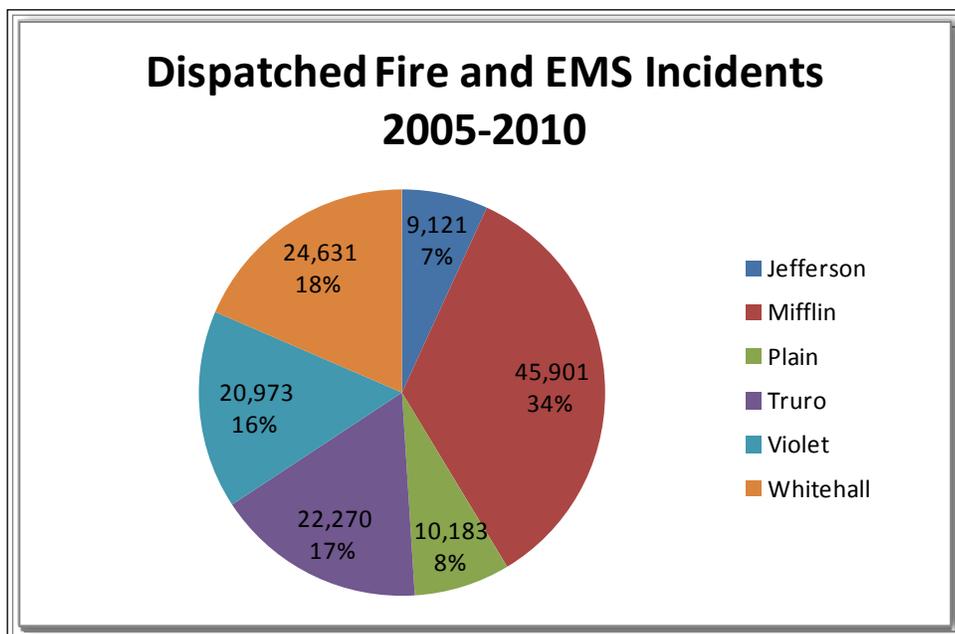
MECC has been working cooperatively with Licking County fire services, emergency management, 9-1-1 center and Sheriff's office to assess the pros and cons of linking the Licking County 9-1-1 dispatch center with MECC 9-1-1. The primary goal would be to improve service-delivery across the joint region and to potentially have each center serve as a back-up for the other. The first step is to analyze the three primary technological systems including;

1. 911 Phone platform
2. Computer-Aided-Dispatching (CAD)
3. Station Alerting / notification of responders

Sharing a system such as a CAD in a "hub and spoke" agreement, can reduce operating costs of the system to the degree that the infrastructure, equipment, maintenance, applications, and personnel workloads are reduced significantly; often overcoming cost constraint by attempting to accomplish the purchase alone.

For instance, a shared CAD system could save an estimated to save \$350,000 - \$500,000 at the initial purchase and hundreds of thousands in related fees over the lifetime of the system due to the economy of scale.

If Licking County partners with the MECC, the region and community profile will expand to 1,079 line-firefighters that respond to over 54,300 incidents per-year and protect a combined Central Ohio population of 334,000.





## MECC - Funding

### Finding Ways to Save Taxpayer Costs

The elimination of personal property tax, revaluation of residential properties, increased unemployment rates, residential foreclosures, failed businesses, and lost income or property tax revenues contribute to many fire departments inability to adequately maintain the expected level of service that the community necessitates

Several challenges exist with an agency operated fire alarm office. NFPA standards outlining equipment and staffing oftentimes place this option beyond the fiscal means of many suburban agencies. An alarms room staffed with one or two operators is only effective during routine activity levels. A single significant incident will impact, and possibly reduce, service levels to both the community, as well as to responders. The cost of maintaining redundant equipment and technology may also be cost prohibitive.

Year	Source	Amount	Purpose
2003	Assistance to Firefighters Grant Program Fire Operations Firefighter Safety	\$ 698,665.00	Fund start-up Fire/EMS emergency communications center seeding a regional dispatch center
2004	Assistance to Firefighters Grant Program Fire Operations Firefighter Safety	\$ 273,000.00	MDCs and NFPA 1221 compliant PA System. MDC's = Motorola ML900, IDen Modems, Zetron Model 6/26 Station Alerting System , ETI Mobile Client, new VHF 6000 Standard repeater and Motorola VHF control stations and installation of an NFPA compliant supervised public address system in 10 fire stations.
2007	Mount Carmel Health	\$ 53,714.00	ProQA Medical Dispatching and Pre-Arrival Instruction System.
2008	Assistance to Firefighters Grant Program Fire Operations Firefighter Safety	\$ 831,000.00	MEC-911 center expansion and relocation, migration to a NextGen 911 System. NFPA standards four radio operator positions and two additional 9-1-1 call taker positions. Statewide 800 MHz. radio communications system (MARCS) for interoperability radio communications across the State of Ohio. Fire Station public address system (Locution) voice over IP expandable to 30 fire stations. An interoperable system device (Motobridge) for cross-patching disparate radio systems across boundaries.
2009	Assistance to Firefighters Grant Program Fire Operations Firefighter Safety	\$ 778,000.00	Installation of a TRX Firefighter Tracking System, APX portables and Radio IP upgrade. On-scene, computerized incident management program by Salamander Technologies.
2011	State Homeland Security Grant Program (SHSGP) & the Urban Area Security Initiative (UASI)	\$ 60,000.00	Upgrade the Motobridge System
Various	Additional Local Grants from EMA / UASI / LEEP	\$ 96,000.00	2- Portables radios, 4 – mobile radios for Motobridge, 45 Motorola TX Messenger licenses for CFD MTD System, and 45 Radio IP Software licenses
<b>Total Revenue received from Grants - YTD</b>			<b>\$2,790,379.00</b>



## MECC - Timeline

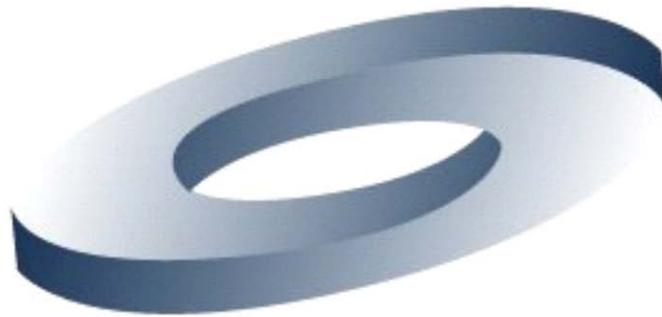
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June 23, 2004	Mifflin, Plain, and Jefferson Townships begin the Metropolitan Emergency Communications Consortium 911 Center (MECC) in Mifflin Township's Administration Building 155 Olde Ridenour Road, Gahanna Ohio.
April 16, 2004	Dedication ceremony for MECC 911 Center at Ridenour Road.
March 1, 2005	MECC becomes one of three communication centers for the Ohio Fire Chiefs Association's Statewide Mutual Aid Emergency Response Plan.
September 2005	MECCMap created (YTD 5-year revenue +\$100,000.00 used by over 50 departments).
December 1, 2005	MECC becomes the Ohio State Fire Marshall's Office after-hours answering point.
February 21, 2006	Violet Township becomes the fourth MECC 911 Partner.
September 18, 2006	Truro Township becomes the fifth MECC 911 Partner.
December 1, 2006	City of Whitehall becomes the sixth MECC 911 Partner.
June 2006	First supervisor (Lieutenant) of the Communications Center promoted.
April 2007	3 more Dispatchers promoted to Lieutenant to place a supervisor on each shift.
January 2007	Minimum shift staffing increases from 2 to 3 dispatchers.
January 29, 2008	Federal Communications Commission issues MECC HAM radio License W8MEC (MECC operators are licensed as Amateur Radio Operators and participate in the Central Ohio Severe Weather Net).
January 13, 2009	MECC 911 moves to new center location at 911 Creekside Plaza, Gahanna Ohio.
February 26, 2009	Motobridge system installed to link disparate radio systems during incidents.
April 16, 2009	Dedication ceremony for MECC 911 Center at Creekside Plaza.
August 2009	Police Departments from the cities of Gahanna and Whitehall become partners on MicroDATA 911-phone system.



**MECC 911 Center  
911 Creekside Plaza  
Gahanna Ohio**





*Möbius – a non-orientable surface with only one side and one continuous unending boundary.*



# Local Government Innovation Fund Program

*Application Score* £ £

<b>Lead Applicant</b>	
<b>Project Name</b>	

	<b>Grant Application</b>
--	--------------------------

**or**

	<b>Loan Application</b>
--	-------------------------

The Local Government Innovation Fund Council  
77 South High Street  
P.O. Box 1001  
Columbus, Ohio 43216-1001  
(614) 995-2292

## Local Government Innovation Fund Project Scoring Sheet

### Section 1: Financing Measures

Financing Measures	Description	Criteria	Max Points	Applicant Self Score	Validated Score
<b>Financial Information</b>	<i>Applicant includes financial information (i.e., service related operating budgets) for the most recent three years and the three year period following the project. The financial information must be directly related to the scope of the project and will be used as the cost basis for determining any savings resulting from the project.</i>	Applicant provides a thorough, detailed and complete financial information	<b>5</b>		
		Applicant provided more than minimum requirements but did not provide additional justification or support	<b>3</b>		
		Applicant provided minimal financial information	<b>1</b>		
		<b>Points</b>			
<b>Repayment Structure (Loan Only)</b>	<i>Applicant demonstrates a viable repayment source to support loan award. Secondary source can be in the form of a debt reserve, bank participation, a guarantee from a local entity, or other collateral (i.e., emergency rainy day , or contingency fund, etc.).</i>	Applicant clearly demonstrates a secondary repayment source.	<b>5</b>		
		Applicant does not have a secondary repayment source.	<b>0</b>		
		<b>Points</b>			
<b>Local Match</b>	<i>Percentage of local matching funds being contributed to the project. This may include in-kind contributions.</i>	70% or greater	<b>5</b>		
		40-69.99%	<b>3</b>		
		10-39.99%	<b>1</b>		
		<b>Points</b>			
<b>Total Section Points</b>					

### Section 2: Collaborative Measures

Collaborative Measures	Description	Criteria	Max Points	Applicant Self Score	Validated Score
<b>Population</b>	<i>Applicant's population (or the population of the area(s) served) falls within one of the listed categories as determined by the U.S. Census Bureau. Population scoring will be determined by the <b>smallest</b> population listed in the application. Applications from (or collaborating with) small communities are preferred.</i>	Applicant (or collaborative partner) is not a county and has a population of less than 20,000 residents	<b>5</b>		
		Applicant (or collaborative partner) is a county but has less than 235,000	<b>5</b>		
		Applicant (or collaborative partner) is not a county but has a population 20,001 or greater.	<b>3</b>		
		Applicant (or collaborative partner) is a county with a population of 235,001 residents or more	<b>3</b>		
		<b>Points</b>			
<b>Participating Entities</b>	<i>Applicant has executed partnership agreements outlining all collaborative partners and participation agreements and has resolutions of support. (Note: Sole applicants only need to provide a resolution of support from its governing entity.)</i>	More than one applicant	<b>5</b>		
		Single applicant	<b>1</b>		
		<b>Points</b>			
<b>Total Section Points</b>					

## Local Government Innovation Fund Project Scoring Sheet

### Section 3: Success Measures

Success Measures	Description	Criteria	Points	Applicant Self Score	Validated Score
Expected Return	<i>Applicant demonstrates as a percentage of savings (i.e., actual savings, increased revenue, or cost avoidance ) an expected return. The return must be derived from the applicant's cost basis. The expected return is ranked in one of the following percentage categories:</i>	75% or greater	30		
		25.01% to 74.99%	20		
		Less than 25%	10		
			<b>Points</b>		
Past Success	<i>Applicant has successfully implemented, or is following project guidance from a shared services model, for an efficiency, shared service, coproduction or merger project in the past.</i>	Yes	5		
		No	0		
			<b>Points</b>		
Scalable/Replicable Proposal	<i>Applicant's proposal can be replicated by other local governments or scaled for the inclusion of other local governments.</i>	The project is both scalable and replicable	10		
		The project is either scalable or replicable	5		
		Does not apply	0		
			<b>Points</b>		
Probability of Success	<i>Applicant provides a documented need for the project and clearly outlines the likelihood of the need being met.</i>	Provided	5		
		Not Provided	0		
			<b>Points</b>		
<b>Total Section Points</b>					

### Section 4: Significance Measures

Significance Measures	Description	Criteria	Points Assigned	Applicant Self Score	Validated Score
Performance Audit Implementation /Cost Benchmarking	<i>The project implements a single recommendation from a performance audit provided by the Auditor of State under Chapter 117 of the Ohio Revised Code or is informed by cost benchmarking.</i>	Project implements a recommendation from an audit or is informed by benchmarking	5		
		Project does not implement a recommendation from an audit and is not informed by benchmarking	0		
			<b>Points</b>		
Economic Impact	<i>Applicant demonstrates the project will a promote business environment (i.e., demonstrates a business relationship resulting from the project) and will provide for community attraction (i.e., cost avoidance with respect to taxes)</i>	Applicant clearly demonstrates economic impact	5		
		Applicant mentions but does not prove economic impact	3		
		Applicant does not demonstrate an economic impact	0		
			<b>Points</b>		
Response to Economic Demand	<i>The project responds to current substantial changes in economic demand for local or regional government services.</i>	Yes	5		
		No	0		
			<b>Points</b>		
<b>Total Section Points</b>					

Section 5: Council Measures			
Council Measures	Description	Criteria	Points Assigned
Council Preference	Council Ranking for Competitive Rounds	<b>The Applicant Does Not Fill Out This Section;</b> This is for the Local Government Innovation Fund Council only. The points for this section is based on the applicant demonstrating innovation or inventiveness with the project	
<b>Total Section Points (10max)</b>			

Scoring Summary			
		Applicant Self Score	Validated Score
Section 1: Financing Measures			
Section 2: Collaborative Measures			
Section 3: Success Measures			
Section 4: Significance Measures			
<b>Total Base Points:</b>			

**Reviewer Comments**



B01003

**TOTAL POPULATION**

Universe: Total population

2006-2010 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2010, the 2010 Census provides the official counts of the population and housing units for the nation, states, counties, cities and towns. For 2006 to 2009, the Population Estimates Program provides intercensal estimates of the population for the nation, states, and counties.

	Etna township, Licking County, Ohio	
	Estimate	Margin of Error
Total	15,503	+/-29

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

While the 2006-2010 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

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B01003

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	Harrison township, Licking County, Ohio	
	Estimate	Margin of Error
Total	7,438	+/-25

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

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	Jefferson township, Franklin County, Ohio	
	Estimate	Margin of Error
Total	9,887	+/-65

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	Jersey township, Licking County, Ohio	
	Estimate	Margin of Error
Total	2,772	+/-13

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	Mifflin township, Franklin County, Ohio	
	Estimate	Margin of Error
Total	35,655	+/-32

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	Pataskala city, Licking County, Ohio	
	Estimate	Margin of Error
Total	14,170	+/-30

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	Plain township, Franklin County, Ohio	
	Estimate	Margin of Error
Total	9,086	+/-58

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	Truro township, Franklin County, Ohio	
	Estimate	Margin of Error
Total	26,819	+/-26

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	Violet township, Fairfield County, Ohio	
	Estimate	Margin of Error
Total	37,856	+/-59

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	Whitehall city, Franklin County, Ohio	
	Estimate	Margin of Error
Total	18,169	+/-49

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April 2, 2012

Frederick Kauser  
Mifflin Township Board of Trustees  
155 Olde Ridenour Road  
Gahanna, Ohio 43230

RE: Application Cure Letter

Dear Frederick Kauser:

The Ohio Department of Development (Development) has received and is currently reviewing your application for Round 1 of Local Government Innovation Fund program. During this review Development has determined that additional information is needed for your application. The identified item(s) requiring your attention are listed on the attached page(s). Please respond only to the issues raised. Failure to fully address all the identified items could lead to a competitive score reduction or ineligibility for Round 1 of the Local Government Innovation Fund program. **A written response from the applicant to this completeness review is due to Development no later than 5:00 p.m. on April 30, 2012.** Please send the response in a single email to [lgif@development.ohio.gov](mailto:lgif@development.ohio.gov) and include "Cure—Project Name" in the subject line.

While this cure letter represents the additional information needed for Development review, the Local Government Innovation Council continues to reserve the right to request additional information about your application.

Thank you once again for your participation in Local Government Innovation program. Please contact the Office of Redevelopment at [lgif@development.ohio.gov](mailto:lgif@development.ohio.gov) or 614-995-2292 if you have further questions regarding your application or the information requested in this letter.

Sincerely,

Thea J. Walsh, AICP  
Deputy Chief, Office of Redevelopment  
Ohio Department of Development

## Local Government Innovation Fund Completeness Review

**Applicant:** Mifflin Township Board of Trustees  
**Project Name:** RCOG Feasibility Study  
**Request Type:** Grant

### Issues for Response

#### 1. Budget

Please provide a line item budget that includes at minimum: 1) the sources of all funds being contributed to the project include **all** sources—cash, in-kind, etc.; 2) the uses of all funds (provide a line item for each use); 3) the total project costs (including the funding request **and** the local match. Please be sure that all uses of funds are eligible expenses as set forth in the program guidelines.

#### *Example:*

##### **Collaboration Village's Project Budget**

###### **Sources of Funds**

LGIF Request	\$100,000
Match Contribution (11%)	\$ 11,111
<hr/>	<hr/>
Total	\$111,111

###### **Uses of Funds**

Consultant Fees for Study	\$111,111
<hr/>	<hr/>
Total	\$111,111

**Total Project Cost: \$111,111**

#### 2. Match

For **in-kind contributions**, please provide documentation as outlined in section 2.06 of the Local Government Innovation Fund program policies. Certification of in-kind contributions may only be made for past investments. Anticipated in-kind contributions must be certified **after** the contribution is made.

#### 3. Financial Documentation

Please provide financial projections for your funding request. For grant requests, applicants must at minimum, estimate the anticipated savings they are expecting to realize as a result of the study. For loan projects, please provide projections for at least three years to help demonstrate the savings achieved and the repayment source for the loan.

#### 4. Resolutions of Support

Resolutions of support must be provided by the governing body of the main applicant and each collaborative partner. If the collaborative partner is a private entity with no governing body, a letter of support for the project is required.

## **5. Partnership Agreements**

Partnership agreements must be signed by all parties listed as collaborative partners. Please provide a partnership agreement that at minimum: 1) lists all collaborative partners; 2) lists the nature of the partnership; and 3) is signed by all parties. Please note, partnership agreements must be specific to the project for which funding is requested.



# MIFFLIN TOWNSHIP

---

L. James DeConnick  
Fire Chief

Frederick L. Kauser  
Deputy Fire Chief

Regarding: Cure - Mifflin Township Feasibility Study

Dear Thea Walsh,

This letter is in response to your request dated April 2, 2012 regarding the need for additional information pertaining to round 1 of the Local Government Innovation Fund program. I am pleased to submit the additional requested information on behalf of our Board of Trustees and our partner agencies comprising Jefferson Township, Plain Township, Truro Township, Violet Township and the City of Whitehall.

Attached are the additional information items requested to complete the review of our pending LGIF grant. I will speak briefly to each.

- 1) A line-item budget has been proposed that outlines the projected costs associated with completing a comprehensive six-agency feasibility study to transition into a Regional Council of Governments. These figures were derived from various professional and public sources.
- 2) The anticipated in-kind contributions for this project include the administrative labor allocated by each partnering MECC agency necessary to manage and support the feasibility study and for assuring that each agency is adequately represented during the entire process.

According to section 2.06 I assert:

- A. That the anticipated in-kind contributions are necessary and reasonable to complete the project on-time and within budget.
  - a. The fact is that consultants and other participating professionals are unable to frame the context and complete the study without the involvement of each partnering entity.
- B. That each agency has named a representative from its organization who will serve as the lead liaison for their agency during the study. We arrived at the in-kind contribution by estimating the numbers of hours that are projected to be contributed over the feasibility study period.
- C. That each agency will adequately document and submit evidence of the described and **anticipated** in-kind services as outlined for **certification purposes**.

- 3) Financial projections were included within the original application, although they are limited to only one shared service area – emergency medical equipment and supplies management. Multiple shared-services are possible, and likely if the feasibility study results in the transition to the Regional Council of Governments. . These figures are based on a review of each agency's Emergency Medical Services equipment and supplies budget and the management of these

processes. At a minimum, including a reduction in supplies costs, are additional projected savings in terms of human resources costs (reducing the number of individuals who manage equipment and supplies).

- 4) Resolutions of support are provided by five of the six agencies. The City of Whitehall has indicated support for the feasibility study, however, did not have adequate time to present the resolution (multiple readings) for approval. It is my understanding that the resolution is nearing a final vote.
- 5) Partnership agreements between Mifflin Township and each agency are also attached. The original agreements are included for each agency and a single copy of the most recent addendum is also attached. Each agency is operating under the updated agreement.

If I can answer any additional questions or if it would be beneficial to appear before the committee would be pleased to do so and may be reached at 614-471-0542 or by email at [kauserf@mifftwp.org](mailto:kauserf@mifftwp.org).

Thank you again for considering our request.

Sincerely,

A handwritten signature in cursive script that reads "Frederick L. Kauser".

Frederick L. Kauser, MA

Mifflin Township, Franklin County, on Behalf of MECC Partners

<b>Regional Council of Governments (RCOG) Budget</b>			
<b>Revenue Category</b>	<b>Planned Revenue</b>	<b>Actual Revenue</b>	<b>Variance</b>
LGIF Grant	\$ 82,800.00	\$ -	\$ 82,800.00
10 % Matching Funds	\$ 8,200.00	\$ -	\$ 8,200.00
In-Kind Contributions	\$ 62,000.00	\$ -	\$ 62,000.00
<b>Total Project Budget</b>	\$ 153,000.00	\$ -	\$ 153,000.00
<b>Expenditure Category</b>	<b>Planned Expense</b>	<b>Actual Expense</b>	<b>Variance</b>
Legal Council 55%	\$ 50,000.00	\$ -	\$ 50,000.00
Accounting Services 16%	\$ 15,000.00	\$ -	\$ 15,000.00
Consulting 16%	\$ 15,000.00	\$ -	\$ 15,000.00
Contingency 13%	\$ 10,000.00	\$ -	\$ 10,000.00
<b>Total Available LGIF Fund</b>	\$ 90,000.00	\$ -	\$ 90,000.00
Agency Human Resources	\$ 52,000.00	\$ -	\$ 52,000.00
Printing / Presentations	\$ 4,000.00	\$ -	\$ 4,000.00
Postage	\$ 500.00	\$ -	\$ 500.00
Office Supplies	\$ 500.00	\$ -	\$ 500.00
Contingency	\$ 5,000.00	\$ -	\$ 5,000.00
<b>Total Available In-Kind Fund</b>	\$ 62,000.00	\$ -	\$ -
<b>Totals For RCOG Budget</b>	<b>Budgeted</b>	<b>Spent</b>	<b>Balance</b>
	<b>\$153,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

# JEFFERSON TOWNSHIP BOARD OF TRUSTEES

Franklin County, Ohio

## A RESOLUTION

The Board of Trustees of Jefferson Township, Franklin County, Ohio, met in a regular meeting on April 24, 2012, at the Township Hall, 6545 Havens Road, Blacklick, Ohio 43004, with the following members present:

Donna Finn  
Mat Flanagan  
Mike Rowan

FINN

moved the following Resolution:

### RESOLUTION No. 2012-034

#### RESOLUTION TO SUPPORT AN INNOVATION GRANT APPLICATION BY MIFFLIN TOWNSHIP ON BEHALF OF THE METROPOLITAN EMERGENCY COMMUNICATIONS CONSORTIUM

**WHEREAS**, the Board of Township Trustees of Mifflin Township, Franklin County, Ohio, is representing the Metropolitan Emergency Communications Consortium ("MECC") in sponsoring an Innovation Grant application to the State of Ohio Local Government Innovation Fund to support a feasibility study to transition to and form a Council of Governments, and

**WHEREAS**, Jefferson Township is a member of MECC and supports government collaboration that improves services and reduces costs, and

**WHEREAS**, Mifflin Township is requesting that each member commit to paying an equal portion of the ten percent local share required, or up to \$1,900 per agency, in support of the grant application; and to commit to allowing one or more staff members to participate and contribute to the study;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Township Trustees of Jefferson Township, Franklin County, Ohio:

**Section 1.** The Board supports the submission of the Innovation Grant application and the steps necessary to fulfill the requirements outlined in the Grant application, a copy of which is attached to this Resolution as Exhibit A.

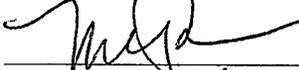
**Section 2.** It is found and determined that all formal actions of this Board concerning and pertaining to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of the Board, and any of its committees, that resulted in such formal action were

in meetings open to the public, in compliance with all legal requirements including §121.22 of the Revised Code.

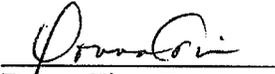
**Section 3.** This Resolution shall take effect and be in force at the earliest time permitted by law.

FLANAGAN seconded the Resolution and the roll being called upon and its adoption the vote resulted as follows:

**Voting Aye thereon:**

  
\_\_\_\_\_  
Mike Rowan, Chair

  
\_\_\_\_\_  
Mat Flanagan, Vice-Chair

  
\_\_\_\_\_  
Donna Finn, Trustee

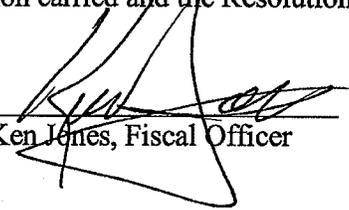
**Voting Nay thereon:**

\_\_\_\_\_  
Mike Rowan, Chair

\_\_\_\_\_  
Mat Flanagan, Vice-Chair

\_\_\_\_\_  
Donna Finn, Trustee

The motion carried and the Resolution was adopted.

Attest:   
\_\_\_\_\_  
Ken Jones, Fiscal Officer

RESOLUTION

IN SUPPORT OF THE INNOVATION GRANT APPLICATION

WHEREAS, the Mifflin Township Board of Trustees representing the Metropolitan Emergency Communications Consortium (MECC) is sponsoring an INNOVATION GRANT Application to support a feasibility study to transition to and form a Council of Governments, and

WHEREAS, the member entities wish to support any government collaboration that improves services and reduces costs, and

WHEREAS, each member entity commits to paying an equal portion of the 10 percent share required, or up to \$1900 per agency, and

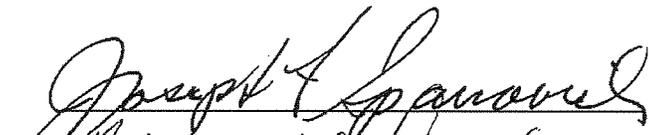
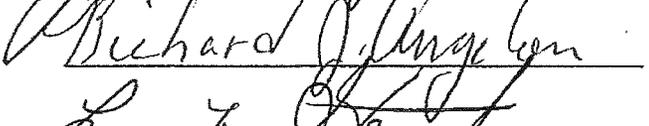
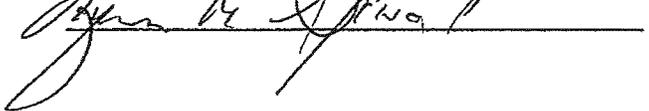
WHEREAS, each member entity commits to permit one or more staff members to participate and contribute to the study, and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby support the submission of the Innovation Grant application and the steps necessary to fulfill the requirements as outlined in the Grant submission.

Adopted this 17th day of April, 2012

Mifflin Township Board Trustees

Attest:

April 17, 2012

April 17, 2012

PLAIN TOWNSHIP BOARD OF TRUSTEES  
FRANKLIN COUNTY, OHIO

RESOLUTION NO. 120418B

A RESOLUTION TO SUPPORT THE METROPOLITAN EMERGENCY  
COMMUNICATIONS CONSORTIUM GRANT APPLICATION

**WHEREAS**, the Mifflin Township Board of Trustees representing the Metropolitan Emergency Communications Consortium (MECC) is sponsoring an Innovation Grant application to support a feasibility study to transition to and form a Council of Governments with the MECC member entities; and

**WHEREAS**, the member entities wish to support government collaboration that improves services and reduces costs; and

**WHEREAS**, each member entity commits to paying an equal portion of the 10 percent share required, or up to \$1,900 per agency; and

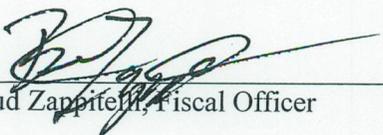
**WHEREAS**, each member entity commits to permit one or more staff members to participate and contribute to the study;

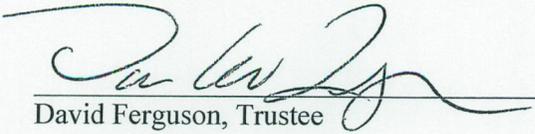
**NOW, THEREFORE, BE IT RESOLVED**, that the Plain Township Board of Trustees hereby supports the submission of the Innovation Grant application and the steps necessary to fulfill the requirements as outlined in the Grant Submission.

Motion by: Olmstead

Second by: Ferguson

Adopted this 18<sup>th</sup> day of April, 2012

  
Bud Zappitelli, Fiscal Officer

  
David Ferguson, Trustee

  
Dave Olmstead, Trustee



# TRURO TOWNSHIP

## RESOLUTION NO. 041812

### TRUSTEES

DENNIS NICODEMUS

614-866-0552

BARBARA STRUSSION

614-866-0754

PAT MAHAFFEY

614-863-1242

### ADMINISTRATOR

JASON W. NICODEMUS

614-866-1317

### FISCAL OFFICER

NATALIE NICODEMUS

614-729-1922

### ROADS-CEMETERY

STAN KNODERER

614-759-1447

Expressing Support of an Innovation Grant Application  
for a Feasibility Study of the Metropolitan Emergency  
Communications Consortium to Form a Council of Governments.

WHEREAS, the Mifflin Township of Trustees representing the Metropolitan Emergency Communications Consortium (MECC) is sponsoring an Innovation Grant Application to support a feasibility study to transition to and form a Council of Governments;

WHEREAS, the Board of Trustees of Truro Township, as a member entity, wishes to support any government collaboration that improves services and reduces costs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Truro Township, County of Franklin, State of Ohio:

SECTION 1. That the Board of Trustees support the submission of the Innovation Grant application and the steps necessary to fulfill the requirements as outlined in the Grant submission as attached.

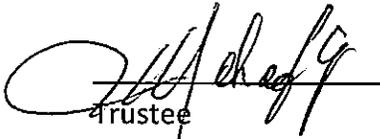
SECTION 2. That the Township permits one or more staff members to participate and contribute to the feasibility study.

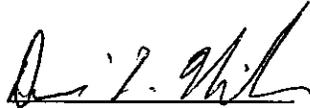
SECTION 3. That the Township commits an equal portion of the 10 percent share required, or up to \$1,900 per agency.

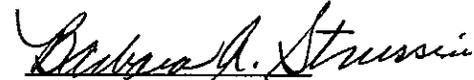
SECTION 4. This Resolution shall be effective immediately or at the earliest date allowed by law.

SECTION 5. That the Township Fiscal Officer be and hereby is instructed to record this Resolution in the appropriate resolution book.

Adopted April 18, 2012

  
Trustee

  
Trustee

  
Trustee

Attest:

 **ADMINISTRATOR**  
Fiscal Officer *for*

VIOLET TOWNSHIP BOARD OF TRUSTEES  
FAIRFIELD COUNTY, OHIO

RESOLUTION NO. 2012-0418-02

IN SUPPORT OF THE INNOVATION GRANT APPLICATION

WHEREAS, the Violet Township Board of Trustees representing the Metropolitan Emergency Communications Consortium (MECC) is sponsoring an INNOVATION GRANT Application to support a feasibility study to transition to and form a Council of Governments; and

WHEREAS, the member entities wish to support any government collaboration that improves services and reduces costs; and

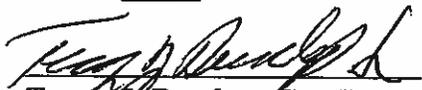
WHEREAS, each member entity commits to paying an equal portion of the 10 percent share required, or up to \$1900 per agency; and

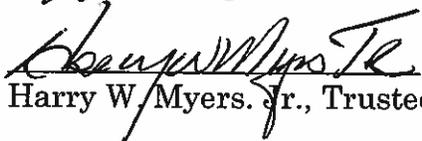
WHEREAS, each member entity commits to permit one or more staff members to participate and contribute to the study.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of Violet Township, Fairfield County, Ohio hereby support the submission of the Innovation Grant application and the steps necessary to fulfill the requirements as outlined in the Grant submission.

Motion for adoption made by Mr. Dunlap. Seconded by Mr. Myers, this 18th day of April, 2012.

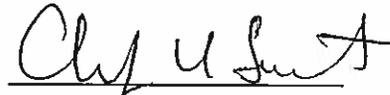
YES: 2 NO: 0 ABSTENTIONS: 0

  
Terry J. Dunlap, Sr., Trustee

  
Harry W. Myers, Jr., Trustee

\_\_\_\_\_  
Gary P. Weltlich, Trustee

*This Resolution represents a complete and accurate statement as to the actions taken by the Board of Trustees.*

Attest:   
Christopher H. Smith, Fiscal Officer

# JEFFERSON TOWNSHIP BOARD OF TRUSTEES

## RESOLUTION No. 04-01-09

### TO AMEND AN EXISTING AGREEMENT WITH MIFFLIN TOWNSHIP FOR FIRE AND EMERGENCY DISPATCHING SERVICES

WHEREAS, The Jefferson Township Board of Trustees and Mifflin Township Board of Trustees agreed in 2008 to amend an existing agreement between the two bodies that created, along with other government bodies, the Metropolitan Emergency Communication Center (the "MECC"), and

WHEREAS, The amendment to the existing agreement benefits the health, safety and welfare of the residents of Jefferson Township by both providing accurate and professional emergency dispatching services while saving taxpayer dollars,

Now, Therefore, Be It Resolved by the Trustees of Jefferson Township, Franklin County, Ohio, that:

That the Board of Trustees of Jefferson Township hereby agrees to enter into an addendum to an existing "Agreement for Fire and Ems Dispatching Services. Said addendum, entitled "First Addendum to Agreement for Fire and EMS Dispatching Services" is attached hereto and made a part hereof as if fully reproduced herein.

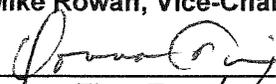
1. The Board hereby authorizes the Township Administrator to execute the addendum on its behalf.
2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.
3. It is found and determined that all formal actions of this Board concerning and pertaining to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of the Board, and any of its committees, that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including §121.22 of the O. R. C.

Motion for adoption by ROWAN, seconded by FINN,  
this 14<sup>th</sup> day of APRIL, 2009.

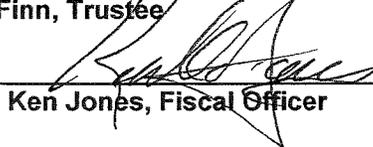
Voting Aye thereon:

  
\_\_\_\_\_  
Mat Flanagan, Chair

  
\_\_\_\_\_  
Mike Rowan, Vice-Chair

  
\_\_\_\_\_  
Donna Finn, Trustee

Attest:

  
\_\_\_\_\_  
Ken Jones, Fiscal Officer

Voting Nay thereon:

\_\_\_\_\_  
Mat Flanagan, Chair

\_\_\_\_\_  
Mike Rowan, Vice-Chair

\_\_\_\_\_  
Donna Finn, Trustee

## **FIRST ADDENDUM TO AGREEMENT FOR FIRE AND EMS DISPATCHING SERVICES**

This First Addendum to Agreement for Fire and EMS Dispatching Services (the "Addendum") is made and entered into by and between the BOARD OF TRUSTEES OF JEFFERSON TOWNSHIP, FRANKLIN COUNTY, OHIO ("Jefferson"), and the BOARD OF TRUSTEES OF MIFFLIN TOWNSHIP, FRANKLIN COUNTY, OHIO ("Mifflin").

### BACKGROUND INFORMATION

- A. Jefferson and Mifflin entered into an Agreement for Fire and EMS Dispatching Services on June 3, 2004 (the "Agreement").
- B. Jefferson, Mifflin, and other political subdivisions of the State of Ohio have joined together to form an unincorporated association known as the Metropolitan Emergency Communications Consortium ("MECC").
- C. Mifflin is moving the location of the Dispatch Center, which is currently located at 155 Olde Ridenour Road, Gahanna, Ohio 43230. Mifflin, for and on behalf of MECC, entered into a General Office Lease between GCI Operations LLC, as landlord, and The Board of Trustees of Mifflin Township, as tenant, dated April 18, 2008, for Premises known as Suite 911, Unit 2, Gahanna-Creekside Building C Condominium (the "Lease").
- D. Jefferson and Mifflin wish to modify the Agreement in certain respects, as detailed below, and are entering into the Addendum for that purpose.
- E. Jefferson and Mifflin have each authorized the acceptance of the terms and conditions contained in this Addendum.

### STATEMENT OF AGREEMENT

In consideration of, and subject to, the provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jefferson and Mifflin hereby acknowledge the accuracy of the foregoing Background Information and agree as follows:

- 1. DEFINITIONS. All capitalized terms used but not otherwise defined in this Addendum shall have the respective meanings given those terms in the Agreement.
- 2. AMENDMENT OF SECTION 2, TERM: RENEWAL, OF AGREEMENT. The term/renewal periods provided for in Section 2 of the Agreement shall be modified as follows:
  - (a) The current term of the Agreement shall be adjusted to a period of five (5) years, commencing on January 1, 2008, and terminating at midnight on December 31, 2012 ("Amended Agreement Term").
  - (b) The Agreement shall thereafter automatically renew for a term of five (5) years, commencing on January 1, 2013, and terminating at midnight on

December 31, 2017, unless the party desiring to terminate the Agreement provides notice to the other party at least one (1) calendar year in advance of the proposed termination date.

3. ALLOCATION OF LEASE EXPENSES IN THE EVENT OF WITHDRAWAL FROM MECC DURING THE AMENDED AGREEMENT TERM.

- (a) In the event that Jefferson, as a current member of MECC, withdraws from or otherwise ceases for any reason to be a member of MECC during the Amended Agreement Term, Jefferson shall pay to Mifflin or its successor, in the case of an assignment of the Lease to a separate entity, Jefferson's Pro Rata Share (as defined below) of the Base Rent due under the terms of the Lease for the then remaining period of the Amended Agreement Term.
- (b) Jefferson's "Pro Rata Share" shall mean a percentage determined by dividing one (1) by the total number of members in MECC at the time of Jefferson's withdrawal. For example, if there are eight (8) members of MECC at the time of Jefferson's withdrawal, Jefferson's Pro Rata Share shall be 12.5% of the Base Rent due under the terms of the Lease for the then remaining period of the Amended Agreement Term.
- (c) Mifflin or its successor, in the case of the assignment of the Lease to a separate entity, shall invoice Jefferson its Pro Rata Share in advance, on not less than a quarterly basis, or as may be otherwise agreed by Jefferson and Mifflin or Mifflin's successor, in the case of an assignment of the Lease to a separate entity. The first installment of Jefferson's Pro Rata Share shall be due and payable on the effective date of Jefferson's withdrawal from MECC, and subsequent installments shall be due and payable within thirty (30) days of the receipt of the invoice for same from Mifflin or its successor, in the case of an assignment of the Lease to a separate entity.
- (d) In the event that subsequent to Jefferson's withdrawal from MECC, but prior to the expiration of the Amended Agreement Term, new members are added to MECC, Jefferson's Pro Rata Share shall be reduced proportionately for the then remaining period of the Amended Agreement Term. For example, if at the time of Jefferson's withdrawal its Pro Rata Share was determined on the ratio of 1:8 (12.5%), when the new member is added, the ratio will change to 1:9, meaning that Jefferson's Pro Rata Share shall be reduced to 11.111%. Under no circumstances shall Jefferson's Pro Rata Share be increased during the Amended Agreement Term, even if other members of MECC withdraw.
- (e) Jefferson's obligations to Mifflin under this Section 3 of the Addendum shall survive Jefferson's withdrawal from MECC and any termination of the Agreement by Jefferson pursuant to Section 6 of the Agreement.

4. CONSTRUCTION. This Addendum is meant only to amend and supplement the Agreement. Except as expressly provided herein, the terms and conditions of

the Agreement shall remain in full force and effect without change and shall apply equally to this Addendum.

BOARD OF TOWNSHIP TRUSTEES  
MIFFLIN TOWNSHIP  
FRANKLIN COUNTY, OHIO

BOARD OF TOWNSHIP TRUSTEES  
JEFFERSON TOWNSHIP  
FRANKLIN COUNTY, OHIO

By:

By:

Trustee \_\_\_\_\_

Trustee \_\_\_\_\_

Trustee \_\_\_\_\_

Trustee \_\_\_\_\_

Trustee \_\_\_\_\_

Trustee \_\_\_\_\_

Or:

Administrator



# JEFFERSON TOWNSHIP BOARD OF TRUSTEES

## RESOLUTION No. 04-06-3

### RESOLUTION TO ENTER INTO A CONTRACT WITH MIFFLIN TOWNSHIP FOR FIRE AND EMERGENCY DISPATCHING SERVICES

Whereas, the Fire Department Chiefs and other officials of Mifflin, Plain and Jefferson Townships have, through several meetings, agreed to participate jointly in a new Fire and Emergency Dispatching Center in order to obtain emergency dispatching services that will be more responsive to residents of the three jurisdictions, as well as cost effective to all three jurisdictions, and

Whereas, Mifflin Township Board of Trustees has agreed to operate the new program with the participation and involvement of the Fire Chiefs of Plain and Jefferson Townships, and

Whereas, the Mifflin and Plain Boards of Trustees have agreed by Resolution to execute the necessary contractual documents to proceed in this new venture.

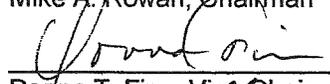
#### NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF JEFFERSON

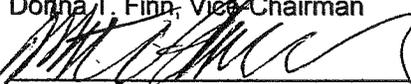
1. That the Board has reviewed the contract between it and the Board of Mifflin Township, and agrees to the conditions contained therein.
2. Further, the Board hereby authorizes the Township Administrator to execute the contract, which is attached hereto as if fully reproduced herein.
3. That all deliberation and actions pertaining to this Resolution occurred in a regular public meeting in accordance with all requirements of R.C. §121.22.

Motion for adoption by Finn, seconded by Flanagan,  
this 5<sup>th</sup> day of June, 2004.

Voting Aye thereon:

  
\_\_\_\_\_  
Mike A. Rowan, Chairman

  
\_\_\_\_\_  
Donna T. Finn, Vice-Chairman

  
\_\_\_\_\_  
Mathew S. Flanagan, Trustee

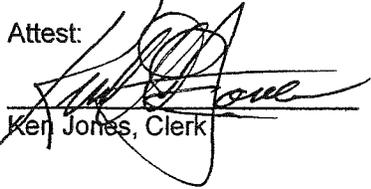
Voting Nay thereon:

\_\_\_\_\_  
Mike A. Rowan, Chairman

\_\_\_\_\_  
Donna T. Finn, Vice-Chairman

\_\_\_\_\_  
Mathew S. Flanagan, Trustee

Attest:

  
\_\_\_\_\_  
Ken Jones, Clerk

**COPY**

## AGREEMENT FOR FIRE AND EMS DISPATCHING SERVICES

This is an agreement (the "Agreement") entered into on or as of this 3rd day of June, 2004, by and between the BOARD OF TRUSTEES OF JEFFERSON TOWNSHIP, FRANKLIN COUNTY, OHIO (hereinafter referred to as "Jefferson"), and the BOARD OF TRUSTEES OF MIFFLIN TOWNSHIP, FRANKLIN COUNTY, OHIO (hereinafter referred to as "Mifflin").

### RECITALS

- A. Mifflin Township and Jefferson Township are adjoining political subdivisions of the State of Ohio;
- B. Both Mifflin and Jefferson Townships provide fire protection and emergency medical services for their residents;
- C. Both Mifflin and Jefferson Townships also provide dispatching services as part of their fire protection and emergency medical services;
- D. Mifflin Township currently has a dispatch center located at 155 Olde Ridenour Road, Gahanna, Ohio 43230, dedicated solely to providing dispatching services for fire protection and emergency medical services to the Mifflin Township Division of Fire (hereinafter the "Dispatch Center");
- E. Jefferson desires to have Mifflin Township provide Jefferson Township with twenty-four (24) hours per day, seven (7) days per week, dispatching services for fire protection and emergency medical services in Jefferson Township from the Dispatch Center and Mifflin is willing to provide such services;
- F. Sections 9.60 and 505.37 of the Ohio Revised Code specifically authorize townships to enter into agreements to provide fire and emergency medical services to their residents;
- G. Mifflin, by Resolution passed June 3, 2004, has authorized Mifflin Township to provide dispatching services for Jefferson Township's fire protection and emergency medical services referred to herein pursuant to the terms contained in this Agreement. Jefferson, by Resolution passed June 8, 2004, has authorized the acceptance of such dispatching services pursuant to the terms contained herein.

## AGREEMENTS

In consideration of the promises and agreements hereinafter set forth, the parties agree that Mifflin Township shall provide dispatching services from its Dispatch Center for fire protection and emergency medical services for Jefferson Township on the following terms and conditions:

1. **PROVISION OF SERVICES.**

*Mifflin Township hereby agrees and shall do all the following:*

- A. Provide dispatching services for fire protection and emergency medical services in Jefferson Township from the Dispatch Center. Further, Mifflin Township shall provide such services in a manner comparable to services provided to Mifflin Township in terms of quality, availability, timeliness and general level of service. Mifflin Township agrees that should the equipment and/or staffing of the Dispatch Center prove to be inadequate in terms of response quality, availability or timeliness; or if the level of service to Jefferson Township is not comparable to that provided to Mifflin Township, then Mifflin shall modify the manpower and/or equipment of the Dispatch Center so that the level of service to Jefferson Township is comparable to the level of service to Mifflin Township.
- B. Employ, assign and maintain adequate, trained and qualified personnel at the Dispatch Center who shall answer emergency calls and dispatch fire protection and emergency medical service runs in Jefferson Township, seven (7) days per week, twenty-four (24) hours per day.
- C. Provide administrative services and supervision for the Dispatch Center and its staff as provided in any Resolution, Employee Policies and Rules and Regulations of Mifflin Township.
- D. Ensure that the Dispatch Center and its assigned personnel shall at all times be dedicated solely to providing, maintaining and operating dispatching services for fire protection and emergency medical services.
- E. Provide basic training for all Dispatch Center personnel in order to ensure a high level of dispatching services for fire protection and emergency services in Jefferson Township. Such training shall include familiarizing Dispatch Center personnel with addresses and street locations within Jefferson Township. Further, to maintain appropriate policies mandating that candidates for employment as dispatchers shall be selected based on, but not limited to, their qualifications.
- F. Within a reasonable amount of time, enter into the CAD/RMS system, all information provided in written updates from Jefferson Township on newly constructed buildings, new addresses and equipment assignments/recommendations.

- G. Ensure that all personnel used in connection with the Dispatch Center shall be employees of Mifflin Township or another political jurisdiction, which is also contracting with Mifflin Township Dispatch Center for services; and, as such, are subject to the resolutions, rules and directives of their public employer.
- H. Be responsible for and have sole control over all salaries, benefits, payroll taxes and other personnel costs incurred in connection with the Mifflin employees involved in the operation of the Dispatch Center.
- I. Furnish all communication equipment, tools and apparatus necessary to adequate dispatching services to be provided hereunder including without limitation, radios, public address systems, and telephone systems, and pay all costs, expenses and charges relating to such items.
- J. Maintain and repair all equipment, tools and apparatus necessary to adequately perform the dispatching services to be provided hereunder and be responsible for all costs and expenses incurred in improving, furnishing, operating and maintaining the Dispatch Center and the related facilities including, without limitation, the costs of utilities and insurance; repairs, maintenance, improvements and replacements.
- K. Maintain general liability insurance and property damage insurance in such amounts as it deems necessary.
- L. Provide written monthly invoices to Jefferson Township on the payments due from Jefferson Township.
- M. Within thirty (30) days of a written request, provide all documents necessary should Jefferson Township desire to audit the finances of the Dispatch Center.

Jefferson Township hereby agrees and shall do all the following:

- A. Payment during the first six (6) months of this contract shall be \$37,500.00. Shall be paid in equal monthly payments.

Thereafter, provide payments to Mifflin Township monthly during each calendar year for the term of this Agreement based on actual costs to operate the Dispatch Center and shall be prorated to each participating political subdivision based on the emergency run volume of each participant. Annual costs shall be calculated each year by determining the total number of calls for emergency services originating from Jefferson Township's service area and mutual aid runs except to Jefferson and Mifflin Township during the previous year.

Cost Formula:

*Each FD total # of runs/year divided by total # of runs for all entities/year \**

*Total # runs divided by total cost of Dispatch Center = COST per RUN*

*\* Runs calculated from January 1 through December 31 of preceding year*

- B. Provide Mifflin Township with written updates, including but not limited to, information on newly constructed buildings, new addresses and unit recommendations for the CAD/RMS system within 90 days of assignment of street address.
- C. Submit in writing all proposed changes to the Jefferson Township Fire Department's Fire and Emergency Medical Services Standard Operating Guidelines (SOG's) to Mifflin Township, fifteen (15) days prior to implementation.
- D. If a financial audit is desired by Jefferson Township, Jefferson Township agrees to pay costs of same.

- 2. **TERM: RENEWAL.** The term of this Agreement shall be for a period of two (2) years, commencing on July 1, 2004 and terminating at midnight on June 30, 2006. This Agreement shall thereafter automatically renew for a term of two (2) years, commencing on July 1, 2006 and terminating on the June 30, 2008, unless notice is received by either party at least one (1) calendar year in advance of the proposed termination date of the other party's desire to terminate this Agreement.

- 3. **JOINT CHIEFS ADVISORY COMMITTEE.** It is the intent of the parties that the level of fire protection and emergency medical dispatching services provided to Jefferson Township under this Agreement will be comparable to the services provided to Mifflin Township in terms of quality, availability and timeliness. To this end, the parties agree to establish a Joint Chiefs Advisory Committee, consisting of the Fire Chiefs, or their designee, of each political subdivision that has entered into this Agreement or a similar agreement with Mifflin for dispatching services. The Joint Chiefs Advisory Committee shall meet at least quarterly upon the request of any Chief and at such other times as the Chiefs may mutually agree in order to review and discuss matters relating to this Agreement and the level of service being provided hereunder.

Mifflin Township shall also provide monthly dispatching service reports to the Joint Chiefs Advisory Committee for training and evaluation purposes. The content and information contained in these monthly reports shall be determined by the Joint Chiefs Advisory Committee. Topics for discussion at the Joint Chiefs Advisory Committee meetings may include, but shall not be limited to, increases and/or changes in manpower or equipment;

personnel assignments; maintenance, repairs and capital improvements to the Dispatch Center; and any other matters the parties may wish to discuss concerning this Agreement and the level of service being provided hereunder.

4. **ACCOUNTS/RECORDS.** Mifflin Township shall provide complete accounting, using universally acceptable accounting procedures, of Mifflin Township's revenue and expenses related to the Dispatch Center and provision of dispatching services to Jefferson Township.

5. **EXPANSION-ADDITIONAL PARTIES.** In the event that other jurisdictions and/or political subdivisions desire to have Mifflin Township perform dispatch services from the Dispatching Center, any contract and/or agreement must be recommended by the Joint Chiefs Advisory Committee and approved by Mifflin Township.

6. **TERMINATION.**

**Non-Payment:** If Jefferson Township fails to pay any installment of the payments sets forth in Section 1 of this Agreement within thirty (30) days after such payments become due, Mifflin Township will forward a duplicate invoice for the unpaid balance. If Jefferson Township fails to pay the installment after fifteen (15) days of the second notice, Mifflin Township – Board of Trustees may; approve an extension to be determined by the Board, or, vote to terminate this agreement by serving written notice to the Jefferson Township Clerk. Such termination shall be effective upon receipt of such written notice.

B. **Non-Compliance and/or Non-Performance:** In the event of non-compliance and/or non-performance with the terms of this Agreement, either party may serve written notice to the Township Clerk of the other party. Such written notice shall state the nature of the non-compliance and/or non-performance. The non-complying and/or non-performing party shall have sixty (60) days from the receipt of such written notice to remedy the non-compliance and/or non-performance. In the event a party does not so remedy within sixty days from receipt of such written notice, the notifying party may immediately terminate this Agreement by sending written notification of termination to the appropriate Township Clerk.

7. **THIRD PARTY RIGHTS; ASSIGNMENT.** This Agreement is intended to govern only the relationship between Mifflin and Jefferson and is not intended to grant any rights whatsoever to any third parties. This Agreement may not be assigned without the written consent of the parties.

8. **SOVEREIGN IMMUNITY.** This Agreement shall in no way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to Mifflin or Jefferson under applicable law including, but not limited to, those contained in Chapter 2744, Ohio Revised Code.
9. **ENFORCEABILITY.** If any portion of this Agreement is declared to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other portion of the Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.
10. **BINDING EFFECT.** The parties each bind themselves and their successors and permitted assigns to the other parties of this Agreement and the successors and permitted assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.
11. **GOVERNING LAW.** All questions concerning the validity or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of Ohio.
12. **NOTICES.** Any notice or other communication required under this Agreement shall be deemed to have been given to each party if sent via regular mail to the following addresses:

If to Mifflin:

Mifflin Township Board of Trustees  
155 Olde Ridenour Road  
Gahanna, Ohio 43230

If to Jefferson:

Jefferson Township Board of Trustees  
6767 Reynoldsburg – New Albany Road  
Blacklick, Ohio 43004

Either party may, from time to time, change the address at which any notice or other communication is to be delivered or mailed, by giving the other party written notice of such change.

- 13. **CAPTIONS.** The captions herein are not part of this Agreement, but are merely guides to locate the various provisions contained herein.
- 14. **ENTIRE AGREEMENT; MODIFICATION.** The Agreement contains the entire agreement of the parties. It may not be modified orally but only by agreement signed by all the parties.
- 15. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

IN TESTIMONY WHEREOF, parties have caused multiple counterparts hereof to be duly executed on or as of this 3rd day of June, 2004.

BOARD OF TOWNSHIP TRUSTEES,  
MIFFLIN TOWNSHIP,  
FRANKLIN COUNTY, OHIO

BOARD OF TOWNSHIP TRUSTEES,  
JEFFERSON TOWNSHIP,  
FRANKLIN COUNTY, OHIO

By: Joseph J. Campionich  
Trustee  
Trustee Richard J. Angelou  
Trustee \_\_\_\_\_

By: \_\_\_\_\_  
Trustee  
Trustee \_\_\_\_\_  
Trustee \_\_\_\_\_

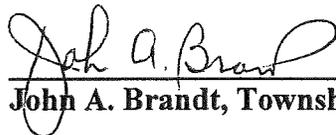
Or:  
Administrator Ellen Walter

**PLAIN TOWNSHIP – FRANKLIN COUNTY**

**RESOLUTION # 04051903-F**

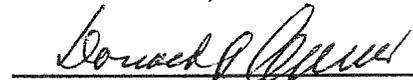
**Be it Resolved, to authorize J. B. Bowe, Township Administrator, or a Plain Township Trustee, to enter into an agreement (attached) with Mifflin Township for Plain Township Dispatching Services.**

*Adopted this 19th day of May, 2004*

  
\_\_\_\_\_  
**John A. Brandt, Township Clerk**

  
\_\_\_\_\_  
**Donald R. Shoemaker, Trustee**

\_\_\_\_\_  
**Janis K. Bobb, Trustee**

  
\_\_\_\_\_  
**Donald A. Cameron, Trustee**

## AGREEMENT FOR FIRE AND EMS DISPATCHING SERVICES

This is an agreement (the "Agreement") entered into on or as of this 3<sup>rd</sup> day of June, 2004, by and between the BOARD OF TRUSTEES OF PLAIN TOWNSHIP, FRANKLIN COUNTY, OHIO (hereinafter referred to as "Plain"), and the BOARD OF TRUSTEES OF MIFFLIN TOWNSHIP, FRANKLIN COUNTY, OHIO (hereinafter referred to as "Mifflin").

### RECITALS

- A. Mifflin Township and Plain Township are adjoining political subdivisions of the State of Ohio;
- B. Both Mifflin and Plain Townships provide fire protection and emergency medical services for their residents;
- C. Both Mifflin and Plain Townships also provide dispatching services as part of their fire protection and emergency medical services;
- D. Mifflin Township currently has a dispatch center located at 155 Olde Ridenour Road, Gahanna, Ohio 43230, dedicated solely to providing dispatching services for fire protection and emergency medical services to the Mifflin Township Division of Fire (hereinafter the "Dispatch Center");
- E. Plain desires to have Mifflin Township provide Plain Township with twenty-four (24) hours per day, seven (7) days per week, dispatching services for fire protection and emergency medical services in Plain Township from the Dispatch Center and Mifflin is willing to provide such services;
- F. Sections 9.60 and 505.37 of the Ohio Revised Code specifically authorize townships to enter into agreements to provide fire and emergency medical services to their residents;
- G. Mifflin, by Resolution passed June 3, 2004, has authorized Mifflin Township to provide dispatching services for Plain Township's fire protection and emergency medical services referred to herein pursuant to the terms contained in this Agreement. Plain, by Resolution passed \_\_\_\_\_, has authorized the acceptance of such dispatching services pursuant to the terms contained herein.

## AGREEMENTS

In consideration of the promises and agreements hereinafter set forth, the parties agree that Mifflin Township shall provide dispatching services from its Dispatch Center for fire protection and emergency medical services for Plain Township on the following terms and conditions:

### 1. PROVISION OF SERVICES.

*Mifflin Township hereby agrees and shall do all the following:*

- A. Provide dispatching services for fire protection and emergency medical services in Plain Township from the Dispatch Center. Further, Mifflin Township shall provide such services in a manner comparable to services provided to Mifflin Township in terms of quality, availability, timeliness and general level of service. Mifflin Township agrees that should the equipment and/or staffing of the Dispatch Center prove to be inadequate in terms of response quality, availability or timeliness; or if the level of service to Plain Township is not comparable to that provided to Mifflin Township, then Mifflin shall modify the manpower and/or equipment of the Dispatch Center so that the level of service to Plain Township is comparable to the level of service to Mifflin Township.
- B. Employ, assign and maintain adequate, trained and qualified personnel at the Dispatch Center who shall answer emergency calls and dispatch fire protection and emergency medical service runs in Plain Township, seven (7) days per week, twenty-four (24) hours per day.
- C. Provide administrative services and supervision for the Dispatch Center and its staff as provided in any Resolution, Employee Policies and Rules and Regulations of Mifflin Township.
- D. Ensure that the Dispatch Center and its assigned personnel shall at all times be dedicated solely to providing, maintaining and operating dispatching services for fire protection and emergency medical services.
- E. Provide basic training for all Dispatch Center personnel in order to ensure a high level of dispatching services for fire protection and emergency services in Plain Township. Such training shall include familiarizing Dispatch Center personnel with addresses and street locations within Plain Township. Further, to maintain appropriate policies mandating that candidates for employment as dispatchers shall be selected based on, but not limited to, their qualifications.
- F. Within a reasonable amount of time, enter into the CAD/RMS system, all information provided in written updates from Plain Township on newly constructed buildings, new addresses and equipment assignments/recommendations.

- G. Ensure that all personnel used in connection with the Dispatch Center shall be employees of Mifflin Township or another political jurisdiction, which is also contracting with Mifflin Township Dispatch Center for services; and, as such, are subject to the resolutions, rules and directives of their public employer.
- H. Be responsible for and have sole control over all salaries, benefits, payroll taxes and other personnel costs incurred in connection with the Mifflin employees involved in the operation of the Dispatch Center.
- I. Furnish all communication equipment, tools and apparatus necessary to adequate dispatching services to be provided hereunder including without limitation, radios, public address systems, and telephone systems, and pay all costs, expenses and charges relating to such items.
- J. Maintain and repair all equipment, tools and apparatus necessary to adequately perform the dispatching services to be provided hereunder and be responsible for all costs and expenses incurred in improving, furnishing, operating and maintaining the Dispatch Center and the related facilities including, without limitation, the costs of utilities and insurance; repairs, maintenance, improvements and replacements.
- K. Maintain general liability insurance and property damage insurance in such amounts as it deems necessary.
- L. Provide written monthly invoices to Plain Township on the payments due from Plain Township.
- M. Within thirty (30) days of a written request, provide all documents necessary should Plain Township desire to audit the finances of the Dispatch Center.

*Plain Township hereby agrees and shall do all the following:*

- A. Payment during the first six (6) months of this contract shall be \$37,500.00. Shall be paid in equal monthly payments.

Thereafter, provide payments to Mifflin Township monthly during each calendar year for the term of this Agreement based on actual costs to operate the Dispatch Center and shall be prorated to each participating political subdivision based on the emergency run volume of each participant. Annual costs shall be calculated each year by determining the total number of calls for emergency services originating from Plain Township's service area and mutual aid runs except to Plain and Mifflin Township during the previous year.

Cost Formula:

*Each FD total # of runs/year divided by total # of runs for all entities/year \**

*Total # runs divided by total cost of Dispatch Center = COST per RUN*

*\* Runs calculated from January 1 through December 31 of preceding year*

- B. Provide Mifflin Township with written updates, including but not limited to, information on newly constructed buildings, new addresses and unit recommendations for the CAD/RMS system within 90 days of assignment of street address.
- C. Submit in writing all proposed changes to the Plain Township Fire Department's Fire and Emergency Medical Services Standard Operating Guidelines (SOG's) to Mifflin Township, fifteen (15) days prior to implementation.
- D. If a financial audit is desired by Plain Township, Plain Township agrees to pay costs of same.

2. **TERM: RENEWAL.** The term of this Agreement shall be for a period of two (2) years, commencing on July 1, 2004 and terminating at midnight on June 30, 2006. This Agreement shall thereafter automatically renew for a term of two (2) years, commencing on July 1, 2006 and terminating on the June 30, 2008, unless notice is received by either party at least one (1) calendar year in advance of the proposed termination date of the other party's desire to terminate this Agreement.

3. **JOINT CHIEFS ADVISORY COMMITTEE.** It is the intent of the parties that the level of fire protection and emergency medical dispatching services provided to Plain Township under this Agreement will be comparable to the services provided to Mifflin Township in terms of quality, availability and timeliness. To this end, the parties agree to establish a Joint Chiefs Advisory Committee, consisting of the Fire Chiefs, or their designee, of each political subdivision that has entered into this Agreement or a similar agreement with Mifflin for dispatching services. The Joint Chiefs Advisory Committee shall meet at least quarterly upon the request of any Chief and at such other times as the Chiefs may mutually agree in order to review and discuss matters relating to this Agreement and the level of service being provided hereunder.

Mifflin Township shall also provide monthly dispatching service reports to the Joint Chiefs Advisory Committee for training and evaluation purposes. The content and information contained in these monthly reports shall be determined by the Joint Chiefs Advisory Committee. Topics for discussion at the Joint Chiefs Advisory Committee meetings may include, but shall not be limited to, increases and/or changes in manpower or equipment;

personnel assignments; maintenance, repairs and capital improvements to the Dispatch Center; and any other matters the parties may wish to discuss concerning this Agreement and the level of service being provided hereunder.

4. **ACCOUNTS/RECORDS.** Mifflin Township shall provide complete accounting, using universally acceptable accounting procedures, of Mifflin Township's revenue and expenses related to the Dispatch Center and provision of dispatching services to Plain Township.

5. **EXPANSION-ADDITIONAL PARTIES.** In the event that other jurisdictions and/or political subdivisions desire to have Mifflin Township perform dispatch services from the Dispatching Center, any contract and/or agreement must be recommended by the Joint Chiefs Advisory Committee and approved by Mifflin Township.

6. **TERMINATION.**

**Non-Payment:** If Plain Township fails to pay any installment of the payments sets forth in Section 1 of this Agreement within thirty (30) days after such payments become due, Mifflin Township will forward a duplicate invoice for the unpaid balance. If Plain Township fails to pay the installment after fifteen (15) days of the second notice, Mifflin Township – Board of Trustees may; approve an extension to be determined by the Board, or, vote to terminate this agreement by serving written notice to the Plain Township Clerk. Such termination shall be effective upon receipt of such written notice.

B. **Non-Compliance and/or Non-Performance:** In the event of non-compliance and/or non-performance with the terms of this Agreement, either party may serve written notice to the Township Clerk of the other party. Such written notice shall state the nature of the non-compliance and/or non-performance. The non-complying and/or non-performing party shall have sixty (60) days from the receipt of such written notice to remedy the non-compliance and/or non-performance. In the event a party does not so remedy within sixty days from receipt of such written notice, the notifying party may immediately terminate this Agreement by sending written notification of termination to the appropriate Township Clerk.

7. **THIRD PARTY RIGHTS; ASSIGNMENT.** This Agreement is intended to govern only the relationship between Mifflin and Plain and is not intended to grant any rights whatsoever to any third parties. This Agreement may not be assigned without the written consent of the parties.



- 13. **CAPTIONS.** The captions herein are not part of this Agreement, but are merely guides to locate the various provisions contained herein.
- 14. **ENTIRE AGREEMENT; MODIFICATION.** The Agreement contains the entire agreement of the parties. It may not be modified orally but only by agreement signed by all the parties.
- 15. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

IN TESTIMONY WHEREOF, parties have caused multiple counterparts hereof to be duly executed on or as of this 3rd day of June, 2004.

BOARD OF TOWNSHIP TRUSTEES,  
MIFFLIN TOWNSHIP,  
FRANKLIN COUNTY, OHIO

BOARD OF TOWNSHIP TRUSTEES,  
PLAIN TOWNSHIP,  
FRANKLIN COUNTY, OHIO

By: Joseph L. Spavich  
Trustee  
Trustee Richard J. Ungelan  
Trustee \_\_\_\_\_

By: \_\_\_\_\_  
Trustee  
Trustee \_\_\_\_\_  
Trustee \_\_\_\_\_

Or:  
Administrator B. Lowe 6-7-04



Established 1810

# TRURO TOWNSHIP

6900 EAST MAIN STREET  
REYNOLDSBURG, OHIO 43068  
(614) 866-1317 Fax: (614) 866-6861  
www.trurotp.org  
E-MAIL: truro@trurotp.org

## BOARD OF TRUSTEES

DENNIS NICODEMUS 866-0552  
BARBARA STRUSSION 866-0754  
PAT MAHAFFEY 863-1242

## ADMINISTRATION

ROBERT A. STAPLETON 866-1317

## TOWNSHIP FISCAL OFFICER

NANCY SCHROYER 863-4027

## ROADS-CEMETERY

LARRY KAUFMAN 759-1447

April 24, 2006

Resolution #42406

Be it resolved that the Truro Township Trustees agree to join the Metropolitan Emergency Communications Center Consortium, (MECC) for Fire and EMS Dispatching.

To transfer all dispatching responsibility to the MECC Center.



*Pat Mahaffey*      *Dennis Nicodemus*      *Barbara Strussion*  
Trustee Pat Mahaffey    Trustee Dennis Nicodemus    Trustee Barbara Strussion

*Robert Stapleton*  
Administrator Robert Stapleton



ORIGINAL

AGREEMENT FOR FIRE AND EMS DISPATCHING SERVICES

This agreement for Fire and EMS Dispatching Services (the "Agreement") is being entered into by and between the BOARD OF TRUSTEES OF TRURO TOWNSHIP, FRANKLIN COUNTY, OHIO, ("Truro"), and the BOARD OF TRUSTEES OF MIFFLIN TOWNSHIP, FRANKLIN COUNTY, OHIO, ("Mifflin").

RECITALS

- A. Both Truro and Mifflin provide fire protection and emergency medical services for their residents;
- B. Both Truro and Mifflin provide dispatching services as part of their fire protection and emergency services;
- C. Mifflin has a dispatch center located at 155 Olde Ridenour Road, Gahanna, Ohio 43230 (the "Dispatch Center"), which is dedicated solely to providing dispatching services for the fire protection and emergency medical services of Mifflin, Jefferson, Plain and Violet Townships;
- D. Truro desires to have Mifflin provide Truro with dispatching services from the Dispatch Center on a twenty-four (24) hours per day, seven (7) days per week basis for Truro's fire protection and emergency medical services, and Mifflin is willing to provide such services;
- E. Sections 9.60 and 505.37 of the Ohio Revised Code specifically authorize townships to enter into agreements to provide fire and emergency medical services to their residents;
- F. Mifflin, by Resolution passed August 07, 2006 (date), has authorized Mifflin to provide such dispatching services for Truro's fire protection and emergency medical services pursuant to the terms contained in this Agreement, and Truro, by Resolution passed August 02, 2006 (date), has authorized the acceptance of such dispatching services pursuant to the terms contained in this Agreement;

## AGREEMENTS

In consideration of the promises and agreements set forth in this Agreement, the parties agree that Mifflin shall provide dispatching services from its Dispatch Center for Truro's fire protection and emergency services and further agree to the following terms and conditions:

### 1. RESPECTIVE OBLIGATIONS.

#### A. Transition Period.

- (1) Mifflin agrees that Truro has a transition period of up to one-hundred and eighty (180) days after commencement of this Agreement to transition into this new service arrangement, and that if at any time before this transition period expires Truro is not satisfied with the arrangement and Mifflin and Truro cannot agree on a mutually acceptable resolution to cure the dissatisfaction the Agreement may be voided by Truro.

#### B. Mifflin hereby agrees and shall do all of the following:

- (1) Provide dispatching services for fire protection and emergency medical services for Truro Township from the Dispatch Center. Mifflin shall provide such services in a cost-effective manner and in a manner comparable to services provided to other entities serviced by the Dispatch Center (currently Mifflin, Jefferson, Plain and Violet Townships) in terms of quality, availability, timeliness and general level of service.

Mifflin agrees that if Truro finds the service, staffing and/or equipment of the Dispatch Center to be unsatisfactory and/or inadequate in terms of quality, availability or timeliness, or if Truro finds the level of services provided to Truro is not comparable to that provided to Mifflin and the other entities serviced by the Dispatch Center, then Mifflin shall modify the service, staffing and/or equipment of the Dispatch Center so that Truro is satisfied that the level of service to Truro is satisfactory and/or adequate. Mifflin further agrees that if Truro finds the costs of such

dispatching services have risen higher than expected and pose a financial burden, Mifflin will open negotiations with Truro to seek a mutual resolution to the issue, including without limitation negotiations surrounding cost-containment measures and changes in payment terms.

- (2) Offer employment to current full-time and/or part-time dispatchers of Truro, in accordance with the Ohio Revised Code, after such dispatchers complete a Mifflin background examination and meet all relevant hiring standards of Mifflin. Such dispatchers hired to work in the Dispatch Center will be solely employed by Mifflin and will no longer be employees of Truro.
- (3) Employ, assign and maintain adequate, trained and qualified personnel at the Dispatch Center who shall answer emergency calls and dispatch fire protection and emergency medical service runs in Truro Township, seven (7) days a week, twenty-four (24) hours per day.
- (4) Provide administrative services and supervision for the Dispatch Center and its staff as provided by Mifflin's Resolutions, Employee Policies and Rules and Regulations.
- (5) Ensure that the Dispatch Center and its assigned personnel shall at all times be dedicated solely to providing, maintaining and operating dispatching services for fire protection, emergency medical services and other mission-related public service organizations (Red Cross, EMA, etc.).
- (6) Maintain appropriate policies mandating that candidates for employment as dispatchers at the Dispatch Center shall be selected based on the qualifications set forth by Mifflin and consistent with the terms contained herein. Further, Mifflin shall provide basic training for all Dispatch Center personnel on a regular basis in order to ensure a high level of dispatching services for fire protection and emergency medical services in Truro. Such training shall include, but is not limited to, instruction regarding the proper use of all Dispatch Center equipment, tools and apparatus; appropriate dispatching techniques; and familiarity with the addresses and street locations within Truro Township.

- (7) Ensure that all personnel used in connection with the Dispatch Center shall be employees of Mifflin or another political jurisdiction that is also contracting with the Dispatch Center for services. Although some employees at the Dispatch Center may not be Mifflin employees, none shall be employed by Truro in any capacity unless prior written authorization for such Truro employees is granted by express written authorization of the Board of Trustees of Truro Township.
- (8) Be responsible for and have sole control over salaries, benefits, payroll taxes and other costs incurred in connection with the Mifflin employees involved in the operation of the Dispatch Center, and further, be solely responsible for any employment, monetary and/or matters, including but not limited to legal matters, that arise related to such Mifflin personnel, including without limitation, those dispatchers who were formerly employed by Truro.
- (9) Furnish all Dispatch Center communications equipment, tools and apparatus necessary to adequately provide dispatching services, including without limitation, radios, public address systems, and telephone systems, and pay all costs, expenses and charges related to such items.
- (10) Maintain and repair all equipment and assets necessary to adequately perform the dispatching services to be provided hereunder, and be responsible for all costs and expenses incurred in improving, furnishing, operating and maintaining the Dispatch Center and the related facilities, including without limitation, the cost of utilities and insurance, repairs, maintenance, improvements and replacements.
- (11) Maintain general liability insurance and property damage insurance in such amounts as necessary.
- (12) Be responsible for and have sole control over any claim, demand, dispute, costs or expenses of whatever kind or character that may arise in connection with the Dispatch Center. Mifflin shall hold Truro harmless and pay and/or reimburse Truro any costs, expenses, attorneys' fees or

damages sustained by Truro as a result of any claim, demand or dispute brought against Truro in connection with the Dispatch Center or as a result of Mifflin's failure to comply with this Agreement.

- (13) Provide written monthly invoices to Truro on the payments due from Truro consistent with this Agreement.
- (14) Provide to Truro, within thirty (30) days of a written request, copies of all documents necessary to conduct an audit of the finances of the Dispatch Center.

C. Truro hereby agrees and shall do all the following:

- (1) Enter into the CAD/RMS system, within a reasonable amount of time, all information provided in written updates from Truro on newly constructed buildings, new addresses and equipment assignments/recommendations.
- (2) Make payment during the first year of this Agreement in an amount not to exceed \$229,896.57, which shall be paid in equal monthly payments commencing on either September 1, 2006 or the first date of services for Truro from the Dispatch Center, whichever occurs later.
- (3) Make monthly payments to Mifflin during each subsequent year during the term of this Agreement based on actual costs to operate the Dispatch Center, which costs shall be prorated to each respective participating political subdivision based on the emergency run volume of each participant in proportion to the total run volume. Annual costs shall be calculated each year by determining the total number of calls for emergency services originating from Truro's service area and mutual aid runs, except to other Dispatch Center agencies, during the previous year. Truro Township's obligation to make payments for subsequent years is conditioned upon the proper appropriation by Truro of the funds necessary to make such payments. In determining yearly costs and payments, the period of time used for "yearly" calculations shall be the previous twelve month period either from September 1 or from the anniversary of the first date of services for Truro from the Dispatch Center, whichever occurs later.

Cost Formula:

*Each participant's total # of runs for the year divided by total # of runs for all entities for the year multiplied by total cost of the Dispatch Center*

*OR*

*Total cost of Dispatch Center divided by total # runs for all entities = COST per RUN multiplied by each participant's total # of runs for the year*

- (4) Submit to Mifflin, in writing, all proposed changes to the Truro Township Fire Department's Fire and Emergency Medical Services Standard Operating Guidelines (SOG's), at least thirty (30) days prior to implementation.
2. TERM/RENEWAL. The term of this Agreement shall be for a period of two (2) years, commencing on September 1, 2006, and terminating at midnight on August 31, 2008. This Agreement shall thereafter automatically renew for a term of two (2) years, commencing on September 1, 2008 and terminating on August 31, 2010, unless the party desiring to terminate the Agreement provides notice to the other party at least nine (9) months in advance of the proposed termination date.
3. JOINT CHIEFS ADVISORY COMMITTEE. There shall be established a Joint Chiefs Advisory Committee, which shall consist of the Fire Chiefs (or their designees) of each political subdivision that is serviced by the Dispatch Center and has entered into this Agreement or a similar agreement with Mifflin for dispatching services from the Dispatch Center. The Joint Chiefs Advisory Committee shall meet at least quarterly upon the request of any Chief, and at such other times as the Chiefs may mutually agree is necessary, to review and discuss matters relating to their respective dispatch services agreements and the level of service being provided thereunder.

Mifflin, along with the other member entities as necessary or requested, shall provide monthly dispatching service reports to the Joint Chiefs Advisory Committee for training and evaluation purposes. The Joint Chiefs Advisory Committee shall determine the content and information contained in these monthly reports. Topics for discussion at

the Joint Chiefs Advisory Committee meetings may include, but shall not be limited to, increases and/or changes in staffing or equipment; personnel assignment; maintenance, repairs and capital improvements to the Dispatch Center; and any other matters the parties may wish to discuss concerning their respective dispatch services agreements and the level of service being provided thereunder.

4. ACCOUNTS/RECORDS. Mifflin shall maintain complete accounting records, according to generally acceptable accounting procedures, of Mifflin's revenue and expenses related to the Dispatch Center and the provision of dispatching services. Such records shall be made available to Truro for review upon Truro's request and/or provided to Truro on an annual basis.
5. EXPANSION/ADDITIONAL PARTIES. In the event that other jurisdictions and/or political subdivisions desire to have Mifflin perform dispatch services from the Dispatch Center, any contract and/or agreement regarding such services must be recommended by a majority of the Joint Chiefs Advisory Committee and approved by Mifflin.
6. TERMINATION.
  - A. NON-COMPLIANCE AND/OR NON-PERFORMANCE.
    - (1) Generally. In the event of non-compliance and/or non-performance with the terms of this Agreement, either party may serve written notice to the other party. Such written notice shall state the nature of the non-compliance and/or non-performance. The non-complying and/or non-performing party shall have sixty (60) days from the receipt of such written notice to remedy the non-compliance and/or non-performance.
    - (2) Process for Non-payment Situations. If Truro fails to pay any installments of the payments set forth in this Agreement within thirty (30) days after such payments become due, Mifflin will forward a duplicate invoice for the unpaid balance. If Truro fails to pay the installment after fifteen (15) days of the second notice, Mifflin may then approve an extension of time, to be determined by Mifflin, or vote to terminate this Agreement, as explained below.

(3) Termination Notice. If the non-complying and/or non-performing party does not remedy the non-compliance and/or non-performance within sixty (60) days from receipt of such written notice, and absent an agreed-upon extension of time, the notifying party may immediately terminate this Agreement by sending written notification of termination. Such termination shall be effective upon receipt of the written notice.

B. COST CONCERNS. In the event that Truro determines that the service arrangement provided by this Agreement is costing it more than anticipated and is too expensive to continue for the term of the Agreement, and Mifflin has failed to accommodate Truro's concerns with cost containment measures or a change in payment terms, then Truro may choose, at its option, to terminate the Agreement by providing ninety (90) days notice to Mifflin. Such termination shall become effective ninety (90) days after the written notice is received or at a date certain provided by the Truro Trustees more than ninety (90) days from such notice.

7. THIRD PARTY RIGHTS; ASSIGNMENT. This Agreement is intended to govern only the relationship between Mifflin and Truro and is not intended to grant any rights whatsoever to any third parties. This Agreement may not be assigned without the prior written consent of both parties.

8. SOVEREIGN IMMUNITY. This Agreement shall in no way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to Mifflin or Truro, or their respective employees, officers or agents, under applicable law including, but not limited to, those rights, privileges and/or immunities contained in Chapter 2744 of the Ohio Revised Code.

9. ENFORCEABILITY. If any portion of this Agreement is declared to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion(s) of the Agreement unless it clearly appears that such other portion(s) are wholly or necessarily dependent for their operation upon the portion so held invalid or unconstitutional.

10. BINDING EFFECT; NO PERSONAL LIABILITY. The parties each bind themselves and their successors and permitted assigns to the other parties of this Agreement, and the successors and permitted assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any liability on the part of any employee, officer or agent of Truro or Mifflin in their personal capacities.
11. GOVERNING LAW. All questions concerning the validity or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of Ohio.
12. NOTICES. Any notice or other communications required under this Agreement shall be deemed to have been provided to each party if sent via regular mail to the following addresses, unless noted differently herein:

If to Mifflin: Mifflin Township Board of Trustees  
And Mifflin Township Fiscal Officer  
155 Olde Ridenour Road  
Gahanna, Ohio 43230

If to Truro: Truro Township Board of Trustees  
And Truro Township Fiscal Officer  
6900 E. Main Street  
Reynoldsburg, Ohio 43068

Either party may change the address at which any notice or other communication is to be delivered or mailed by giving the other party advance written notice of such change as soon as practicable, but at a minimum at least two (2) weeks before the change is to take effect.

13. CAPTIONS. The captions herein are not part of this Agreement, but are merely guides to locate the various provisions contained herein.

14. ENTIRE AGREEMENT; MODIFICATION. The Agreement contains the entire understanding of the parties and supersedes all prior discussions, agreements, and understandings related to the subject matter of this Agreement. This Agreement may not be modified or amended unless such modification or amendment is executed in writing by both parties.
15. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

In TESTIMONY WHEREOF, parties have caused multiple counterparts hereof to be duly executed on or as of this 7<sup>th</sup> day of August, 2006.

BOARD OF TOWNSHIP TRUSTEES  
 MIFFLIN TOWNSHIP  
 FRANKLIN COUNTY, OHIO

BOARD OF TOWNSHIP TRUSTEES  
 TRURO TOWNSHIP  
 FRANKLIN COUNTY, OHIO

By:

Trustee Joseph Spanovich

Trustee Richard J. Angebon

Trustee [Signature]

By:

Trustee [Signature]

Trustee [Signature]

Trustee Barbara A. Stussine

**VIOLET TOWNSHIP BOARD OF TRUSTEES  
FAIRFIELD COUNTY, OHIO**

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**RESOLUTION NO. 2005-1207-09  
Fire and EMS Dispatching Contract**

**Whereas**, it is the desire of the Board of Trustees of Violet Township, Fairfield County, Ohio, to maintain the health, safety and welfare of the community and;

**Whereas**, the Fire Department has been discussing and looking at dispatching services that provide all the requirements of ISO (Insurance Services) and Federal Fire Regulations and;

**Whereas**, the dispatching services needs to be able to communicate with our mobile equipment by voice and data and;

**Whereas**, Metropolitan Emergency Communications Center (MECC) can provide the new technological advances currently available to our fire and EMS and;

**Whereas**, they are 'Fire and EMS only' dispatching services located in eastern Franklin County, serving three (3) other fire and EMS departments and;

**Whereas**, they are ready to expand and take on two or three more departments at maximum and;

**Now therefore, be it resolved by the Board of Trustees of Violet Township, Fairfield County, Ohio, that:**

The Township Trustees authorize the Director of Operations and the Fire Chief to enter into an agreement with Mifflin Township for Fire and EMS Dispatching Services through (MECC) Metropolitan Emergency Communications Center, to become effective January 1, 2006.

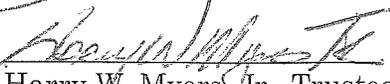
Motion for adoption made by MR. MYERS. Seconded by MR. WELTLICH, this 07th day of December, 2005.

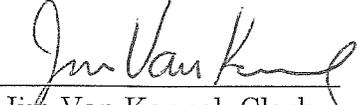
Voting Aye Thereon: 3 Nay: —

Abstentions: —

  
Terry J. Dunlap, Sr., Chairman

  
Gary P. Weltlich, Vice Chairman

  
Harry W. Myers, Jr., Trustee

Attest   
Jim Van Kannel, Clerk

## AGREEMENT FOR FIRE AND EMS DISPATCHING SERVICES

This is an agreement (the "Agreement") entered into on or as of this 21 day of February, 2006, by and between the BOARD OF TRUSTEES OF VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO (hereinafter referred to as "Violet"), and the BOARD OF TRUSTEES OF MIFFLIN TOWNSHIP, FRANKLIN COUNTY, OHIO (hereinafter referred to as "Mifflin").

### RECITALS

- A. Both Violet and Mifflin provide fire protection and emergency medical services for their residents;
- B. Both Mifflin and Violet also provide dispatching services as part of their fire protection and emergency services;
- C. Mifflin currently has a dispatch center located at 155 Olde Ridenour Road, Gahanna, Ohio 43230, dedicated solely to providing dispatching services for fire protection and emergency medical services to Mifflin, Jefferson, and Plain Townships (hereinafter "Dispatch Center");
- D. Violet desires to have Mifflin provide Violet with twenty-four (24) hours per day, seven (7) days per week, dispatching services for fire protection and emergency medical services in Violet from the Dispatch Center and Mifflin is willing to provide such services;
- E. Sections 9.60 and 505.37 of the Ohio Revised Code specifically authorize townships to enter into agreements to provide fire and emergency medical services to their residents;
- F. Mifflin, by Resolution passed \_\_\_\_\_ has authorized Mifflin to provide dispatching services for Violet's fire protection and emergency services referred to herein pursuant to the terms contained in this Agreement. Violet, by Resolution passed December 7, 2005, has authorized the acceptance of such dispatching services pursuant to the terms contain herein.

## **AGREEMENTS**

In the consideration of the promises and agreements hereinafter set forth, the parties agree that Mifflin shall provide dispatching services from its Dispatch Center for fire protection and emergency services for Violet and the following terms and conditions:

### **1. PROVISION OF SERVICES**

**Mifflin hereby agrees and shall do all of the following:**

- A. Provide dispatching services for fire protection and emergency medical services in Violet from the Dispatch Center. Further, Mifflin shall provide such services in a manner comparable to services provided to Mifflin, Jefferson and Plain in terms of quality, availability, timeliness and general level of service. Mifflin agrees that should the equipment and/or staffing of the Dispatch Center prove to be inadequate in terms of response quality, availability of timeliness; or if the level of services to Violet is not comparable to that provided to Mifflin, then Mifflin shall modify staffing and/or equipment of the Dispatch Center so that the level of service to Violet is comparable to the level of service to Mifflin, Jefferson and Plain.**
- B. Employ, assign and maintain adequate, trained and qualified personnel at the Dispatch Center who shall answer emergency calls and dispatch fire protection and emergency medical service runs in Violet, seven (7) days a week, twenty-four (24) hours per day.**
- C. Provide administrative services and supervision for the Dispatch Center and its staff as provided in any Resolution, Employee Policies and Rules and Regulations of Mifflin.**
- D. Ensure that the Dispatch Center and its assigned personnel shall at all times be dedicated solely to providing, maintaining and operating dispatching services for fire protection, emergency medical services and other mission-related public service organizations (Red Cross, EMA, etc).**
- E. Provide basic training for all Dispatch Center personnel in order to ensure a high level of dispatching services for fire protection and emergency medical services in Violet. Such training shall include familiarizing Dispatch Center personnel**

with addresses and street locations within Violet. Further, to maintain appropriate policies mandating that candidates for employment as dispatchers shall be selected based on, but not limited to, their qualifications.

- F. Ensure that all personnel used in connection with the Dispatch Center shall be employees of Mifflin or another political jurisdiction, which is also contracting with Mifflin Dispatch Center for services; and, as such, are subject to the resolutions, rules and directives of their public employer.
- G. Be responsible for and have sole control over salaries, benefits, payroll taxes and other personnel costs incurred in connection with the Mifflin employees involved in the operation of the Dispatch Center.
- H. Furnish all Dispatch Center communications equipment, tools and apparatus necessary to adequately provide dispatching services including and without limitation, radios, public address systems, and telephone systems, and pay all costs, expenses and charges related to such items.
- I. Maintain and repair all equipment and assets necessary to adequately perform the dispatching services to be provided hereunder and shall be responsible for all costs and expenses incurred in improving, furnishing, operating and maintaining the Dispatch Center and the related facilities including, without limitations, the cost of utilities and insurance; repairs, maintenance, improvements and replacements.
- J. Maintain general liability insurance and property damage insurance in such amounts as it deems necessary.
- K. Provide written monthly invoices to Violet on the payments due from Violet.
- L. Within thirty (30) days of written request, provide all documents necessary should Violet desire to audit the finances of the Dispatch Center.

*Violet hereby agrees and shall do all the following:*

- A. Within a reasonable amount of time, enter into the CAD/RMS system, all information provided in written updates from Violet on newly constructed buildings, new addresses and equipment assignments/recommendations.
- B. Payment during the first year of this contract shall be \$105,000.00. Shall be paid in equal monthly payments.
- C. Payment during the second year of this contract shall be \$119,000.00. Shall be paid in equal monthly payments.

Thereafter, provide payments to Mifflin monthly during each calendar year for the term of this Agreement based on actual costs to operate the Dispatch Center and shall be prorated to each participating political subdivision based on the emergency run volume of each participant. Annual costs shall be calculated each year by determining the total number of calls for emergency services originating from Violet's service area and mutual aid runs except to other Dispatch Center agencies during the previous year.

*Cost Formula:*

*Each FD total # of runs/year divided by total # of runs for all entities/year\**

*Total # runs divided by total cost of Dispatch Center = COST per RUN*

*\* Runs calculated from January 1 through December 31 of preceding year*

- D. Submit in writing all proposed changes to the Violet Township's Fire Department's Fire and Emergency Medical Services Standard Operating Guidelines (SOG's) to Mifflin, thirty (30) days prior to implementation.
- E. If a financial audit is desired by Violet, Violet agrees to pay costs of same.

2. **TERM: RENEWAL.** The term of this Agreement shall be for a period of two (2) years, commencing on April 1, 2006, and terminate at midnight on March 31, 2008. This Agreement shall thereafter automatically renew for a term of two (2) years, commencing on April 1, 2008 and terminating on March 31, 2010, unless notice is received by either party at least one (1) calendar year in advance of the proposed termination date of the other party's desire to terminate this Agreement.

3. **JOINT CHIEFS ADVISORY COMMITTEE.** It is the intent of the parties that the level of fire protection and emergency medical dispatching services provided to Violet under this Agreement will be comparable to the services provided to Mifflin, Jefferson and Plain in terms of quality, availability and timeliness. To this end, the parties agree to establish a Joint Chiefs Advisory Committee, consisting of the Fire Chiefs, or their designee, of each political subdivision that has entered into this Agreement or a similar agreement with Mifflin for dispatching services. The Joint Chiefs Advisory Committee shall meet at least quarterly upon the request of any Chief and at such other times as the Chiefs may mutually agree in order to review and discuss matters relating to this Agreement and the level of service being provided hereunder.

Mifflin shall also provide monthly dispatching service reports to the Joint Chiefs Advisory Committee for training and evaluation purposes. The content and information contained in these monthly reports shall be determined by the Joint Chiefs Advisory Committee. Topics for discussion at the Joint Chiefs Advisory Committee meetings may include, but shall not be limited to, increases and/or changes in manpower or equipment; personnel assignment; maintenance, repairs and capital improvements to the Dispatch Center; and any other matters the parties may wish to discuss concerning the Agreement and the level of service being provided hereunder.

4. **ACCOUNTS/RECORDS.** Mifflin shall provide complete accounting, using universally acceptable accounting procedures, of Mifflin's revenue and expenses related to the Dispatch Center and provision of dispatching services to Violet.

5. **EXPANSION-ADDITIONAL PARTIES.** In the event that other jurisdictions and/or political subdivisions desire to have Mifflin perform dispatch services from the Dispatch Center, any contract and/or agreement must be recommended by a majority of the Joint Chiefs Advisory Committee and approved by Mifflin.
6. **TERMINATION.**
  - A. **NON-PAYMENT:** If Violet fails to pay any installments of the payments set forth in Section 1 of this Agreement within thirty (30) days after such payments become due, Mifflin will forward a duplicate invoice for the unpaid balance. If Violet fails to pay the installment after fifteen (15) days of the second notice, Mifflin Board of Trustees may; approve an extension to be determined by the Board, or, vote to terminate this Agreement by serving written notice to the Violet Fiscal Officer. Such termination shall be effective upon receipt of the written notice.
  - B. **NON-COMPLIANCE AND/OR NON-PERFORMANCE:** In the event of non-compliance and/or non-performance with the terms of this Agreement, either party may serve written notice to the Fiscal Officer of the other party. Such written notice shall state the nature of the non-compliance and/or non-performance. The non-complying and/or non-performing party shall have sixty (60) days from the receipt of such written notice to remedy the non-compliance and/or non-performance. In the event a party does not so remedy within sixty (60) days from receipt of such written notice, the notifying party may immediately terminate this Agreement by sending written notification of termination to the appropriate Fiscal Officer.
7. **THIRD PARTY RIGHTS: ASSIGNMENT.** This Agreement is intended to govern only the relationship between Mifflin and Violet and is not intended to grant any rights whatsoever to any third parties. This Agreement may not be assigned without the written consent of the parties.
8. **SOVEREIGN IMMUNITY.** This Agreement shall in no way serve to supercede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to Mifflin or Violet under applicable law including, but not limited to, those contained in Chapter 2744, Ohio Revised Code.

9. **ENFORCEABILITY.** If any portion of this Agreement is declared to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion of the Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.
10. **BINDING EFFECT.** The parties each bind themselves and their successors and permitted assigns to the other parties of this Agreement and the successors and permitted assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.
11. **GOVERNING LAW.** All questions concerning the validity or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of Ohio.
12. **NOTICES.** Any notice or other communications required under this Agreement shall be deemed to have been given to each party if sent via regular mail to the following addresses:

If to Mifflin:                   Mifflin Township Board of Trustees  
  155 Olde Ridenour Road  
  Gahanna, Ohio 43230

If to Violet:                    Violet Township Board of Trustees  
  12970 Rustic Drive NW  
  Pickerington, Ohio 43147

Either party may, from time to time, change the address at which any notice or other communication is to be delivered or mailed, by giving the other party written notice of such change.

13. **CAPTIONS.** The captions herein are not part of this Agreement, but are merely guides to locate the various provisions contained herein.
14. **ENTIRE AGREEMENT; MODIFICATION.** The Agreement contains the entire agreement of the parties. It may not be modified orally but only by agreement signed by all the parties.
15. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

In TESTIMONY WHEREOF, parties have caused multiple counterparts hereof to be duly executed on or as of this 21 day of FEBRUARY, 2006.

BOARD OF TOWNSHIP TRUSTEES  
MIFFLIN TOWNSHIP  
FRANKLIN COUNTY, OHIO

BOARD OF TOWNSHIP TRUSTEES  
VIOLET TOWNSHIP  
FAIRFIELD COUNTY, OHIO

By: [Signature]  
Trustee  
[Signature]  
Trustee  
[Signature]  
Trustee

By: [Signature]  
Director of Operations  
[Signature]  
Fire Chief

**ORDINANCE NO. 69-06**

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BOARD OF TRUSTEES OF MIFFLIN TOWNSHIP, OHIO, FOR THE PROVISION OF DISPATCHING SERVICES, EQUIPMENT AND FACILITIES RELATIVE TO FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO THE CITY OF WHITEHALL.

---

WHEREAS, the City of Whitehall currently provides dispatching services as a part of its fire protection and emergency services; and

WHEREAS, the Chief of the Fire Division of the City has represented to City Council that the City is in need of a significant increase in dispatch personnel and a significant upgrade to dispatch equipment to continue to effectively meet the City's needs and to meet professional standards; and

WHEREAS, Mifflin Township operates the Metropolitan Emergency Communication Center (MECC), located at 155 Olde Ridenour Road, Gahanna, Ohio, which is dedicated solely to providing dispatch services for fire protection and emergency medical services and currently serves Mifflin, Jefferson, Plain, Violet and Truro Townships and is willing to also serve the City of Whitehall; and

WHEREAS, Mifflin has indicated that it is willing to allow the City to retain its current dispatch personnel and allow them to work out of the MECC; and

WHEREAS, the Council for the City of Whitehall has determined that it would be in the best interest of the citizens of the City to have fire and EMS dispatching services provided by the MECC; and,

WHEREAS, several political subdivisions in the central Ohio area have entered into similar agreements with MECC for economic viability reasons and, more importantly, to establish a centralized dispatching service for fire and EMS calls for communities in this region; and,

WHEREAS, Sections 9.60 and 505.37 of the Ohio Revised Code specifically authorize political subdivisions to enter into agreements to provide fire and emergency medical dispatch services to their residents; NOW THEREFORE:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WHITEHALL,  
OHIO:

**SECTION 1:** That the Mayor is hereby authorized to enter into an agreement, a copy of which is attached hereto and incorporated herein by reference, with the Mifflin Township Trustees for the provision of fire and EMS dispatching services through the MECC.

ORD. NO. 69 -06

Page 2

SECTION 2: That for the reasons stated in the preamble hereto, which are made a part hereof, this Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED this 19<sup>th</sup> day of September, 2006.

Brent L Howard  
President of Council

ATTEST:

Carol J. Churchman  
Clerk of Council

APPROVED this 19<sup>th</sup> day of September, 2006.

Brent L Howard  
Acting Mayor

Requested by: Timothy Tilton, Chief, Division of Fire

Prepared by: Cheryl J. Nester, City Attorney

Approved as to form: Cheryl J. Nester, City Attorney

*cnj  
8/22/06*

## AGREEMENT FOR FIRE AND EMS DISPATCHING SERVICES

This agreement for Fire and EMS Dispatching Services (the "Agreement") is being entered into by and between the CITY OF WHITEHALL, FRANKLIN COUNTY, OHIO, ("Whitehall"), and the BOARD OF TRUSTEES OF MIFFLIN TOWNSHIP, FRANKLIN COUNTY, OHIO, ("Mifflin").

### RECITALS

- A. Both Whitehall and Mifflin provide fire protection and emergency medical services for their residents.
- B. Both Whitehall and Mifflin provide dispatching services as part of their fire protection and emergency services.
- C. Mifflin has a dispatch center located at 155 Olde Ridenour Road, Gahanna, Ohio 43230 (the "Dispatch Center"), which is dedicated solely to providing dispatching services for the fire protection and emergency medical services of Mifflin, Jefferson, Plain, Violet and Truro Townships.
- D. Whitehall desires to have Mifflin provide Whitehall with dispatching services from the Dispatch Center on a twenty-four (24) hours per day, seven (7) days per week basis for Whitehall's fire protection and emergency medical services, and Mifflin is willing to provide such services.
- E. Sections 9.60 and 505.37 of the Ohio Revised Code specifically authorize townships and municipalities to enter into agreements to provide fire and emergency medical services to their residents.
- F. Mifflin, by Resolution No. 286-06, passed on the 17<sup>th</sup> day of October, 2006, has authorized Mifflin to provide such dispatching services for Whitehall's fire protection and emergency medical services pursuant to the terms set forth in this Agreement, and Whitehall, by Ordinance No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, has authorized the acceptance of such dispatching services pursuant to the terms contained in this Agreement.

## AGREEMENTS

In consideration of the promises and agreements set forth in this Agreement, the parties agree that Mifflin shall provide dispatching services from its Dispatch Center for Whitehall's fire protection and emergency medical services and further agree to the following terms and conditions:

### I. RESPECTIVE OBLIGATIONS.

#### A. Transition Period.

- (1) Mifflin agrees that Whitehall has a transition period of up to one-hundred and eighty (180) days after commencement of this Agreement to transition into this new service arrangement and that if, at any time before this transition period expires, Whitehall is not satisfied with the arrangement and Mifflin and Whitehall cannot agree on a mutually acceptable resolution to cure the dissatisfaction, the Agreement may be voided by Whitehall.
- (2) During the stated transition period, the parties agree that Whitehall's current dispatch employees shall be transferred to the Dispatch Center; however, said dispatchers shall remain employees of Whitehall. As such, Whitehall shall be responsible for paying all salary and benefits to such dispatchers and all amounts paid shall be credited against any amounts due from Whitehall, pursuant to Section I.C.(2), below.

#### B. Mifflin hereby agrees and shall do all of the following:

- (1) Provide dispatching services for fire protection and emergency medical services for Whitehall from the Dispatch Center. Mifflin shall provide such services in a cost-effective manner and in a manner comparable to services provided to other entities serviced by the Dispatch Center (currently Mifflin, Jefferson, Plain, Violet and Truro Townships) in terms of quality, availability, timeliness and general level of service.

Mifflin agrees that, if Whitehall finds the service, staffing and/or equipment of the Dispatch Center to be unsatisfactory and/or inadequate in terms of quality, availability or timeliness, or if Whitehall finds the level of services provided to Whitehall is not comparable to that provided to Mifflin and the other entities serviced by the Dispatch Center, then Mifflin shall modify the service, staffing and/or equipment of the Dispatch Center so that Whitehall is satisfied that the level of service to Whitehall is satisfactory and/or adequate. Mifflin further agrees that, if

Whitehall finds the costs of such dispatching services have risen higher than expected and pose a financial burden, Mifflin will open negotiations with Whitehall to seek a mutual resolution to the issue, including without limitation, negotiations surrounding cost-containment measures and changes in payment terms.

- (2) Agree that Whitehall will retain its three current dispatch employees, who will perform dispatch duties from the Dispatch Center, and agrees that these dispatchers will be afforded one (1) night (Dispatcher Wass) and two (2) day time (Dispatchers Nelson and Higgins) slots. Further, Mifflin understands and agrees that, should this Agreement be terminated by either party, then those dispatchers who are then employed by Whitehall will return to the facility that Whitehall chooses for its dispatching services.
- (3) In its discretion, may offer employment to current full-time and/or part-time dispatchers of Whitehall, in accordance with the Ohio Revised Code, to commence after the trial period contemplated in this Agreement and after such dispatchers complete a Mifflin background examination and meet all relevant hiring standards of Mifflin. If any dispatchers accept such employment, they will be solely employed by Mifflin and will no longer be employees of Whitehall. If Mifflin chooses not to offer employment or if any dispatcher declines such employment, any such dispatcher will continue at the Dispatch Center as a Whitehall employee and Whitehall will continue to receive a credit for Whitehall's employee costs against its share of costs owed to Mifflin.
- (4) Employ, assign and maintain adequate, trained and qualified personnel at the Dispatch Center who shall answer emergency calls and dispatch fire protection and emergency medical service runs in Whitehall, seven (7) days a week, twenty-four (24) hours per day. For purposes of determining these numbers, Mifflin will take into consideration the services of those dispatchers who remain employees of Whitehall.
- (5) Provide administrative services and supervision for the Dispatch Center and its staff as provided by Mifflin's Resolutions, Employee Policies and Rules and Regulations or, for those dispatchers who are employees of Whitehall, as provided by Whitehall's Resolutions, Employee Policies and Union Agreement.
- (6) Ensure that the Dispatch Center and its assigned personnel shall at all times be dedicated solely to providing, maintaining and operating dispatching services for fire protection, emergency medical services

and other mission-related public service organizations (Red Cross, EMA, etc.)

- (7) Maintain appropriate policies mandating that candidates for employment as dispatchers at the Dispatch Center shall be selected based on the qualifications set forth by Mifflin and consistent with the terms contained herein. Further, Mifflin shall provide basic training for all Dispatch Center personnel, including those dispatchers who remain employees of Whitehall, on a regular basis in order to ensure a high level of dispatching services for fire protection and emergency medical services in Whitehall. Such training shall include, but is not limited to, instruction regarding the proper use of all Dispatch Center equipment, tools and apparatus; appropriate dispatching techniques; and familiarity with the addresses and street locations in Whitehall.
- (8) Ensure that all personnel used in connection with the Dispatch Center shall be employees of Mifflin or another political jurisdiction that is also contracting with the Dispatch Center for services. Although some employees at the Dispatch Center may not be Mifflin employees, none shall be employed by Whitehall in any capacity, beyond the three (3) contemplated in this Agreement, unless prior written authorization for such Whitehall employees is granted by express written authorization of the Whitehall City Council.
- (9) Be responsible for and have sole control over salaries, benefits, payroll taxes and other costs incurred in connection with the Mifflin employees involved in the operation of the Dispatch Center, and further, be solely responsible for any employment, monetary and/or matters, including but not limited to legal matters, that arise related to such Mifflin personnel.
- (10) Furnish all Dispatch Center communications equipment, tools and apparatus necessary to adequately provide dispatching services, including without limitation, radios, public address systems, telephone systems, and adequate back-up equipment, and pay all costs, expenses and charges related to such items.
- (11) Maintain and repair all equipment and assets necessary to adequately perform the dispatching services to be provided hereunder, and be responsible for all costs and expenses incurred in improving, furnishing, operating and maintaining the Dispatch Center and the related facilities, including without limitation, the cost of utilities and insurance, repairs, maintenance, improvements and replacements.

- (12) Maintain general liability insurance and property damage insurance in such amounts as necessary and under such terms as will indemnify the City of Whitehall for any claims against Whitehall in this regard.
- (13) Be responsible for and have sole control over any claim, demand, dispute, costs or expenses of whatever kind or character that may arise in connection with the Dispatch Center. Mifflin shall hold Whitehall harmless and indemnify, pay and/or reimburse Whitehall any costs, expenses, attorneys' fees or damages sustained by Whitehall as a result of any claim, demand or dispute brought against Whitehall in connection with the Dispatch Center or as a result of Mifflin's failure to comply with this Agreement.
- (14) Provide written monthly invoices to Whitehall on the payments due from Whitehall consistent with this agreement.
- (15) Provide to Whitehall, within thirty (30) days of a written request, copies of all documents necessary to conduct an audit of the finances of the Dispatch Center.

C. Whitehall hereby agrees and shall do all the following:

- (1) Enter into the CAD/RMS system, within a reasonable amount of time, all information provided in written updates from Whitehall on newly constructed buildings, new addresses and equipment assignments/recommendations.
- (2) Make monthly payments to Mifflin during each year during the term of this Agreement based on actual costs to operate the Dispatch Center, which costs shall be prorated to each respective participating political subdivision based on the emergency run volume of each participant in proportion to the total run volume. Whitehall shall be entitled to subtract the cost to Whitehall to maintain its own dispatcher employees, including salaries and benefits. Should Whitehall's costs exceed its proportional share, Whitehall will be reimbursed the difference by Mifflin. Further, in the event that Whitehall's calculated monthly payments should total a sum greater than its actual proportional share after subtracting its costs, Whitehall shall be reimbursed the difference.

Annual costs shall be calculated each year by determining the total number of calls for emergency services originating from Whitehall's service area and mutual aid runs, except to other Dispatch Center agencies, during the previous year. Whitehall's obligation to make payments for subsequent years is conditioned

upon the proper appropriation by Whitehall of the funds necessary to make such payments. In determining yearly costs and payments, the period of time used for "yearly" calculations shall be the previous twelve month period from the anniversary of the first date of services for Whitehall from the Dispatch Center. The yearly costs shall be determined in one of the two following ways:

Yearly Cost Formula:

Whitehall's total number of runs for the year divided by total number of runs for all participating entities for the year multiplied by total cost of the Dispatch Center minus the annual cost to Whitehall for its dispatcher employees

OR

Total cost of Dispatch Center divided by total number of runs for all participating entities equals the COST per RUN multiplied by Whitehall's total number of runs for the year minus the annual cost to Whitehall for its dispatcher employees.

- (3) Submit to Mifflin, in writing, all proposed changes to the Whitehall Division of Fire's Standard Operating Procedures (SOP's), at least thirty (30) days prior to implementation.

II. TERM/RENEWAL

The term of this Agreement shall be for a period of two (2) years, commencing on \_\_\_\_\_ (date), and terminating at midnight on \_\_\_\_\_ (date). This Agreement shall thereafter automatically renew for a term of two (2) years, commencing on \_\_\_\_\_ (date) and terminating on \_\_\_\_\_ (date), unless the party desiring to terminate the Agreement provides notice to the other party at least nine (9) months in advance of the proposed termination date.

III. JOINT CHIEFS ADVISORY COMMITTEE

There shall be established a Joint Chiefs Advisory Committee, which shall consist of the Fire Chiefs (or their designees) of each political subdivision that is serviced by the Dispatch Center and has entered into this Agreement or similar agreement with Mifflin for dispatching services from the Dispatch Center. The Joint Chiefs Advisory Committee shall meet at least quarterly upon the request of any Chief, and at such other times as the Chiefs may mutually agree is necessary, to review and discuss matters relating to their respective dispatch services agreements and the level of service being provided thereunder.

Mifflin, along with the other member entities as necessary or requested, shall provide monthly dispatching service reports to the Joint Chiefs Advisory Committee for training and evaluation purposes. The Joint Chiefs Advisory Committee shall determine the content and information contained in these monthly reports. Topics for discussion at the Joint Chiefs Advisory Committee meetings may include, but shall not be limited to, increases and/or changes in staffing or equipment; personnel assignment; maintenance, repairs and capital improvements to the Dispatch Center; and any other matters the parties may wish to discuss concerning their respective dispatch services agreements and the level of service being provided thereunder.

IV. ACCOUNTS/RECORDS

Mifflin shall maintain complete accounting records, according to generally acceptable accounting procedures, of Mifflin's revenue and expenses related to the Dispatch Center and the provision of dispatching services. Such records shall be made available to Whitehall for review upon Whitehall's request and/or provided to Whitehall on an annual basis.

V. EXPANSION/ADDITIONAL PARTIES

In the event that other jurisdictions and/or political subdivisions desire to have Mifflin perform dispatch services from the Dispatch Center, any contract and/or agreement regarding such services must be recommended by a majority of the Joint Chiefs Advisory Committee and approved by Mifflin. If a new participant is accepted, the cost formula shall be modified to take into consideration the run volume of the new participant.

VI. TERMINATION

A. NON-COMPLIANCE AND/OR NON-PERFORMANCE

- (1) Generally. In the event of non-compliance and/or non-performance with the terms of this Agreement, either party may serve written notice to the other party. Such written notice shall state the nature of the non-compliance and/or non-performance. The non-complying and/or non-performing party shall have thirty (30) days from the receipt of such written notice to remedy the non-compliance and/or non-performance, unless the parties agree to a longer period in writing.
- (2) Process for Non-payment Situations. If Whitehall fails to pay any installments of the payments set forth in this Agreement within thirty (30) days after such payments become due, Mifflin will forward a duplicate invoice for the unpaid balance. If Whitehall

fails to pay the installment after fifteen (15) days of the second notice, Mifflin may then approve an extension of time, to be determined by Mifflin, or vote to terminate this Agreement, as explained below.

- (3) Termination Notice. If the non-complying and/or non-performing party does not remedy the non-compliance and/or non-performance within thirty (30) days [or longer, if agreed as provided in Section VI. A.(1), above] from receipt of such written notice, and absent an agreed-upon extension of time, the notifying party may immediately terminate this Agreement by sending written notification of termination. Such termination shall be effective upon receipt of the written notice.

B. COST CONCERNS

In the event that Whitehall determines that the service arrangement provided by this Agreement is costing it more than anticipated and is too expensive to continue for the term of the Agreement, and Mifflin has failed to accommodate Whitehall's concerns with cost containment measures or a change in payment terms, then Whitehall may choose, at its option, to terminate the Agreement by providing ninety (90) days notice to Mifflin. Such termination shall become effective ninety (90) days after the written notice is received or at a date certain provided by the Whitehall City Council more than ninety (90) days from such notice.

VII. THIRD PARTY RIGHTS; ASSIGNMENT

This Agreement is intended to govern only the relationship between Mifflin and Whitehall and is not intended to grant any rights whatsoever to any third parties. This Agreement may not be assigned without the prior written consent of both parties.

VIII. SOVEREIGN IMMUNITY

This Agreement shall in no way serve to supersede, waive, limit and/or otherwise affect any rights privileges and/or immunities afforded to Mifflin or Whitehall, or their respective employees, officers or agents, under applicable law including, but not limited to, those rights, privileges and/or immunities contained in Chapter 2744 of the Ohio Revised Code.

IX. ENFORCEABILITY

If any portion of this Agreement is declared to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion(s) of the Agreement unless it clearly appears that such other

portion(s) are wholly or necessarily dependent for their operation upon the portion so held invalid or unconstitutional.

X. BINDING EFFECT; NO PERSONAL LIABILITY

The parties each bind themselves and their successors and permitted assigns to the other parties of this Agreement, and the successors and permitted assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any liability on the part of any employee, officer or agent of Whitehall or Mifflin in their personal capacities.

XI. GOVERNING LAW

All questions concerning the validity or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of Ohio.

XII. NOTICES

Any notice or other communications required under this Agreement shall be deemed to have been provided to each party if sent via regular mail to the following addresses, unless noted differently herein:

If to Mifflin:                   Mifflin Township Board of Trustees  
  And Mifflin Township Fiscal Officer  
  155 Olde Ridenour Road  
  Gahanna, Ohio 43230

If to Whitehall:               Whitehall City Council  
  And Whitehall City Auditor  
  360 South Yearling Road  
  Whitehall, Ohio 43213

Either party may change the address at which any notice or other communication is to be delivered or mailed by giving the other party advance written notice of such change as soon as practicable, but at a minimum at least two (2) weeks before the change is to take effect.

XIII. CAPTIONS

The captions herein are not part of this Agreement, but are merely guides to locate the various provisions contained herein.

XIV. ENTIRE AGREEMENT; MODIFICATION

The Agreement contains the entire understanding of the parties and supersedes all prior discussions, agreement, and understandings related to the subject matter of this Agreement. This Agreement may not be modified or amended unless such modification or amendment is executed in writing by both parties.

XV. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

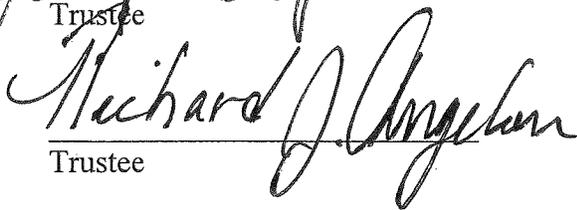
In TESTIMONY WHEREOF, the parties have caused multiple counterparts hereof to be duly executed on or as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

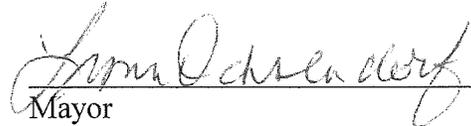
BOARD OF TOWNSHIP TRUSTEES  
MIFFLIN TOWNSHIP  
FRANKLIN COUNTY, OHIO

CITY OF WHITEHALL  
WHITEHALL, OHIO  
FRANKLIN COUNTY, OHIO

By:

By:

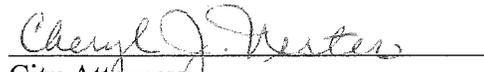
  
Trustee  
  
Trustee

  
Mayor

By Authority of  
Whitehall City Council  
Ordinance No. 6906

\_\_\_\_\_  
Trustee

Approved as to form:

  
City Attorney