



City of Strongsville

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Strongsville, Ohio 44149-5598
Phone: 440-580-3110
Council Office Fax: 440-572-1648
www.strongsville.org

October 31, 2019

City Council

Matthew P. Patten
Ward 1

Annmarie P. Roff
Ward 2

Kelly A. Kosek
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Matthew A. Schonhut
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

MEETING NOTICE

City Council has scheduled the following meeting for **Monday, November 4, 2019**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:***

Caucus will begin at 7:15 p.m. All committees listed will meet immediately following the previous committee:

7:15 P.M. **Planning, Zoning & Engineering Committee** will meet to discuss Ordinance No. 2019-170.

Public Service & Conservation Committee will meet to discuss Resolution No. 2019-171.

Recreation & Community Services Committee will meet to discuss Ordinance Nos. 2019-172 and 2019-173.

Communications & Technology Committee will meet to discuss Ordinance No. 2019-174.

Economic Development Committee

A motion will be made to approve the Economic Development Committee meeting minutes of October 28, 2019.

8:00 P.M. **Regular Council Meeting**

Any other matters that may properly come before this Council may also be discussed.

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 4, 2019 AT 8:00 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – October 21, 2019*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – : *No meeting until November 21, 2019*
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
 - BUILDING AND UTILITIES – Mr. Patten:
 - COMMUNICATIONS AND TECHNOLOGY – Ms. Kosek:
 - ECONOMIC DEVELOPMENT– Ms. Kosek:
 - FINANCE – Mr. Carbone:
 - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
 - PUBLIC SAFETY AND HEALTH – Mr. Short:
 - PUBLIC SERVICE AND CONSERVATION – Ms. Roff:
 - RECREATION AND COMMUNITY SERVICES – Ms. Roff:
 - COMMITTEE-OF-THE-WHOLE – Mr. DeMio:
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2019-170 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR IMPROVEMENTS TO THE HOWE ROAD AND SHURMER ROAD INTERSECTION IN CONNECTION WITH THE HOWE ROAD (CR188) AND SHURMER ROAD (CR205) ROUNDABOUT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2019-171 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH THE REHABILITATION OF THE WASTEWATER TREATMENT PLANTS AND WESTWOOD LIFT STATION.
- Ordinance No. 2019-172 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO MAKE PAYMENTS FOR PREVENTATIVE MAINTENANCE SERVICES AND EMERGENCY REPAIR SERVICES FOR THE HVAC SYSTEMS AT THE CITY'S WALTER F. EHRNFELT RECREATION & SENIOR CENTER AND OLD TOWN HALL BUILDINGS, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-173 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO MAKE PAYMENTS FOR PREVENTATIVE MAINTENANCE SERVICES AND EMERGENCY REPAIR SERVICES FOR THE HVAC SYSTEMS AT THE CITY'S WALTER F. EHRNFELT RECREATION & SENIOR CENTER'S AQUATIC CENTER AND POLICE DEPARTMENT BUILDINGS, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-174 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TAC COMPUTER, INC. FOR CONTINUATION OF COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 170

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR IMPROVEMENTS TO THE HOWE ROAD AND SHURMER ROAD INTERSECTION IN CONNECTION WITH THE HOWE ROAD (CR188) AND SHURMER ROAD (CR205) ROUNDABOUT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, this Council is desirous of making application for State of Ohio Issue 1 funding for improvements to the intersection at Howe Road and Shurmer Road in connection with the Howe Road (CR188) and Shurmer Road (CR205) Roundabout Project, consisting of pavement removal and signal removal at such intersection, and replacing it with an asphalt roundabout, including drainage, curbs, curb ramps, sidewalk and landscaping, with a total overall estimated cost of \$1,550,103.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor and City Engineer be and are hereby authorized and directed to prepare and submit an application to the Ohio Public Works Commission for Issue 1 funding for improvements to the intersection at Howe Road and Shurmer Road in connection with the Howe Road (CR188) and Shurmer Road (CR205) Roundabout Project; and to execute all documents and do all things necessary in furtherance thereof.

Section 2. That, if such application is approved, it is the intent of this Council to pay for the City's portion of the costs in connection with such project, estimated to be \$930,062.00, from the General Capital Improvement Fund and/or any available TIF funds.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the preparation and submission of the application is immediately necessary in order to meet the application deadline date, provide for improved traffic flow and safe roads within the municipality, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 170

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President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2019-170 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 – 171

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH THE REHABILITATION OF THE WASTEWATER TREATMENT PLANTS AND WESTWOOD LIFT STATION.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized to advertise a request for qualifications and proposals for engineering design and consulting services in connection with the rehabilitation of the Wastewater Treatment Plants and Westwood Lift Station, in the City of Strongsville, in accordance with the documents on file in the office of the Director of Public Service, which are, in all respects, hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Sanitary Sewer Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES
ORD. No. 2019-171 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 172

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO MAKE PAYMENTS FOR PREVENTATIVE MAINTENANCE SERVICES AND EMERGENCY REPAIR SERVICES FOR THE HVAC SYSTEMS AT THE CITY'S WALTER F. EHRSFELT RECREATION & SENIOR CENTER AND OLD TOWN HALL BUILDINGS, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, in 2018, the City entered into an HVAC Preventative Maintenance Agreement with Relmec Mechanical, LLC ("Relmec"), for routine maintenance services and emergency repairs as needed at the City's Old Town Hall building, in order to maintain the HVAC system at the building in proper working condition for the health, safety and welfare of employees and invitees to the Old Town Hall; and

WHEREAS, in addition, the Department of Recreation & Senior Services also utilizes the services of Relmec for routine maintenance and various emergency repair situations at the Walter F. Ehrnfelt Recreation & Senior Center main building; and

WHEREAS, during routine inspection and maintenance services, Relmec found that a compressor serving the rooftop HVAC unit for the Main Gym at the Recreation Center was defective and must be replaced; and

WHEREAS, since Relmec is readily available on an immediate basis, possesses the familiarity with existing HVAC equipment at the Recreation Center, and the expertise to promptly and properly make any necessary emergency repairs and undertake required maintenance for the health, safety and welfare of patrons to the Recreation Center building, it is important to continue to utilize their services; and

WHEREAS, therefore, the Department of Recreation & Senior Services will continue to require such preventative maintenance and emergency repair services and related items for HVAC systems at Old Town Hall and the Walter F. Ehrnfelt Recreation Center on an ongoing basis for the remainder of 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Recreation & Senior Services of the City of Strongsville, in that it has become immediately necessary to continue the ongoing maintenance agreement for the Old Town Hall, and make purchases for emergency repair services and related items, including replacement of a new compressor for the rooftop HVAC unit for the Main Gym at the Recreation Center, without public bidding, with **RELMEC MECHANICAL, LLC**, in order to provide for the proper operation of the HVAC systems at the Walter F. Ehrnfelt Recreation & Senior Center and Old Town Hall buildings, to protect the property of the City and health, safety and welfare of its employees, guests and invitees, and to conserve public funds.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 – 172
Page 2

Section 2. That, for the reasons aforesaid, this Council hereby approves, and authorizes the Mayor and Director of Finance to remit payment to **RELMEC MECHANICAL, LLC**, without public bidding, for the immediate replacement and installation of a new compressor for the rooftop HVAC unit serving the Main Gym at the Recreation Center.

Section 3. That this Council further hereby approves and authorizes future additional purchases from **RELMEC MECHANICAL, LLC**, for routine maintenance and emergency repair services and various related items for the HVAC systems at the Walter F. Ehrnfelt Recreation & Senior Center and Old Town Hall buildings, without public bidding, in a total amount not to exceed \$65,000.00 through December 31, 2019.

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Multi-Purpose Complex Fund.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for the continuity of services, operation, and maintenance at the City's Walter F. Ehrnfelt Recreation & Senior Center and Old Town Hall buildings, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2019-172 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 173

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO MAKE PAYMENTS FOR PREVENTATIVE MAINTENANCE SERVICES AND EMERGENCY REPAIR SERVICES FOR THE HVAC SYSTEMS AT THE CITY'S WALTER F. EHRSFELT RECREATION & SENIOR CENTER'S AQUATIC CENTER AND POLICE DEPARTMENT BUILDINGS, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2015-136, Council authorized the Mayor to enter into an ongoing maintenance contract with The K Company, Inc. ("K Company") for maintenance services, emergency repair services and related parts, in order to maintain the HVAC system at the Recreation Center building in proper working condition for the health, safety and welfare of employees and invitees to the Center; and

WHEREAS, previously, by and through Ordinance No. 2012-134, K Company installed a new Dectron Condensing Unit for the Aquatic Center's HVAC system; and

WHEREAS, during routine inspection and maintenance services, K Company found that compressors for such Dectron Condensing Unit must be replaced; and

WHEREAS, in addition, the Police Department also utilizes the services of K Company for routine maintenance and various emergency repair situations at its buildings; and

WHEREAS, since K Company is readily available on an immediate basis, possesses the familiarity with existing HVAC equipment in these City buildings, and the expertise to promptly and properly make any necessary emergency repairs and undertake required maintenance for the health, safety and welfare of patrons to the Aquatic Center and Police Department buildings, it is important to continue to utilize their services; and

WHEREAS, therefore, the Department of Recreation & Senior Services and Police Department will continue to require such preventative maintenance and emergency repair services and related items for HVAC systems on an ongoing basis for the remainder of 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Recreation & Senior Services and Police Department of the City of Strongsville, in that it has become immediately necessary to continue the ongoing maintenance contract for the Recreation Center Aquatic building, and make purchases for emergency repair services and related items, including replacement of new compressors for the Dectron Unit, without public bidding, with **THE K COMPANY, INC.**, in order to provide for the proper operation of the HVAC systems at the Walter F. Ehrnsfelt Recreation & Senior Center and Police Department buildings, to protect the property of the City and health, safety and welfare of its employees, guests and invitees, and to conserve public funds.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 173

Section 2. That, for the reasons aforesaid, this Council hereby approves, and authorizes the Mayor and Director of Finance to remit payment to THE K COMPANY, INC., without public bidding, for the immediate replacement and installation of new compressors for the HVAC unit at the Aquatic Center.

Section 3. That this Council further hereby approves and authorizes future additional purchases from THE K COMPANY, INC., for routine maintenance and emergency repair services and various related items for the HVAC systems at the Walter F. Ehrnfelt Recreation & Senior Center Aquatic building and Police Department buildings, without public bidding, in a total amount not to exceed \$70,000.00 through December 31, 2019.

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund and Multi-Purpose Complex Fund.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for the continuity of services, operation, and maintenance at the City's Walter F. Ehrnfelt Recreation & Senior Center and Police Department buildings, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2019-173 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 174

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TAC COMPUTER, INC. FOR CONTINUATION OF COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance Nos. 2014-186, 2015-117, 2016-045, 2017-049 and 2018-046, the City of Strongsville previously entered into agreements with TAC Computer, Inc. for computer consulting services for the Strongsville Police Department, Fire Department and Regional Public Safety Dispatch Center; and

WHEREAS, TAC Computer, Inc. has consistently provided the City's Police and Fire Departments with proprietary dispatch and police records management software for many years; and

WHEREAS, in order for the Police and Fire Departments, and the City's Regional Public Safety Dispatch Center, to continue to access and utilize such specialized software and maintenance services provided by TAC Computer, Inc., it was immediately necessary to again enter into an agreement with TAC Computer, Inc.; and

WHEREAS, it became necessary to render payments to TAC Computer, Inc., in order to continue to receive the required software and maintenance services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Communication & Technology of the City of Strongsville, in that it became immediately necessary to enter into an agreement, without public bidding, with **TAC COMPUTER, INC.** in order for the Strongsville Police Department, Fire Department and the City's Regional Public Safety Dispatch Center, to continue to utilize TAC Computer, Inc. and its specialized and various unique proprietary software related to public safety and emergency services, in order to protect the health, safety, welfare and property of individuals traversing through and living in the City.

Section 2. That for the reasons aforesaid, Council hereby approves, ratifies and authorizes the Mayor to enter into an Agreement, without public bidding, with **TAC COMPUTER, INC.**, retroactive to April 1, 2019, a copy of which Agreement is attached hereto as Exhibit A, and incorporated herein as if fully rewritten, and further approves and ratifies prior quarterly invoices already paid for the services performed as set forth in said Agreement.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 174

Section 3. That the funds for the purpose of such contract have been appropriated for 2019 and shall be paid from the General Fund, Clerk of Courts Computer Fund, and Fire Levy Fund for the remainder of 2019 and a portion of 2020.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it was immediately necessary to enter into the aforesaid agreement in order for the Strongsville Police Department, Fire Department and the Regional Public Safety Dispatch Center to continue to utilize the most efficient and up-to-date unique public safety-related software and maintenance services, to protect the health, safety, welfare and property of individuals traversing through and living in the City, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2019-174 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

FLAT RATE SERVICE AGREEMENT

This agreement is made the first (1) day of April, 2019 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Strongsville Police Department

Strongsville Police Department
18688 Royalton Rd.
Strongsville, Ohio 44136

Effective 04/01/2019

		ITEMS COVERED	
QTY	Description		Total
1	Computer Aided Dispatch/Police Records	774.30	774.30
1	Multi-Agency CAD	236.39	236.39
1	LEADS Connectivity Support	73.55	73.55
1	911 Mapping Server		
12	911 Mapping	33.62	403.44
1	Sansio Interface	95.63	95.63
8	Mobile Mapping	8.41	67.28
1	Report to Web	127.50	127.50
31	TAC Mobile Software Rental/Support	51.00	1,581.00
1	Remote CAD Access (Berea and Olmsted Falls Fire)	21.88	21.88
1	OLEN Membership	313.14	313.14
1	ORI Hosting	210.12	210.12

Monthly Total **\$3,904.23**
Quarterly Total **\$11,712.69**

Please check desired billing frequency:
 Monthly Quarterly Semi annual Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:
TAC Computer Inc.

Customer:

By: Thomas W. Brown Date 02/20/2019 Name _____

Customer's P.O. # _____ By: _____

TAX Exempt. # _____ Title: _____

Ex.A

SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall provide the following support services.

A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.

B. Provide updates to current version of software as they are released.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish software support via telephone and remote diagnostic software.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of 12 months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.

ARTICLE 6 - RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30days will incur a \$10.00 fee.

ARTICLE 7 – SOFTWARE COPYRIGHT

All TAC Computer Incorporated's application software is covered under U.S. Copyright laws. TAC application software or derivative there of, cannot be copied or distributed to any other parties for any reason.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

3. CONSULTANT'S INDEMNIFICATION. Subject to the applicable limitation of liability, Consultant hereby agrees to defend, indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (c) Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

4. POWERS OF THE CUSTOMER. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City as Customer, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

5. NONDISCRIMINATION. Consultant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, creed, gender, national origin, sexual preference, or disability.

6. NON-WAIVER. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

7. NOTICES. Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

If to City:
Director of Communication & Technology
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to Consultant:
Thomas W. Craven
TAC Computer, Inc.
7603 First Place B-10
Oakwood Village, Ohio 44146

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

8. PARAGRAPH HEADINGS. The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

9. LEGAL RELATIONSHIP OF PARTIES. It is expressly understood and agreed that during the term of this Agreement, Consultant shall be engaged in the provision of services solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Consultant's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Consultant. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Consultant, its officers, employees, agents, contractors or representatives; and Consultant shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

10. NO PARTNERSHIP. Nothing contained herein shall make, or be deemed to make, the City and Consultant a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

11. COMPLIANCE WITH CERTAIN STATE LAWS. Consultant is in compliance with and shall abide by any applicable reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City's officials.

12. SINGULAR AND PLURAL. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

13. BINDING EFFECT AND SUCCESSORS AND ASSIGNS. This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party.

Acceptance of the terms of this Addendum to Flat Rate Service Agreement for Software Services is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

“CITY”/“CUSTOMER”
CITY OF STRONGSVILLE

“CONSULTANT”
TAC COMPUTER, INC.

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Thomas W. Craven
Typed Name/Title

Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

I, Joseph K. Dubovec, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2019.

Neal M. Jamison, Law Director