

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 002

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SEVENTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF OLMSTED FALLS, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2014-177 on September 5, 2014, the Strongsville City Council authorized an Agreement with the City of Olmsted Falls for public safety services; and

WHEREAS, through adoption of Ordinance No. 99-2014 on September 9, 2014, the Olmsted Falls City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on September 16, 2014, Strongsville and Olmsted Falls entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Falls Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Falls Police Department and the Olmsted Falls Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Olmsted Falls agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on January 18, 2017, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-008; and

WHEREAS, additionally, through passage of Ordinance Nos. 2017-208, 2020-010, 2020-175, 2021-151 and 2023-016, Council authorized the Mayor to enter into subsequent amendments to the *Agreement for Public Safety Dispatch Services*, consistent with such Agreement; and

WHEREAS, now based upon the nine (9) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend and adjust the provision relating to payment for Dispatch Services; and

WHEREAS, therefore, Olmsted Falls has agreed to a *Seventh Amendment to Agreement* providing for an increase in fees commencing January 1, 2024.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 002

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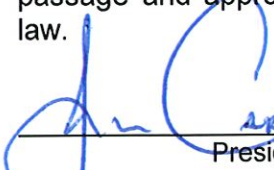
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized and directed to enter into a Seventh Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Olmsted Falls, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2024, commencing January 1, 2024, at an adjusted rate of \$25,219.17 per month, for a total of \$302,630.00 for the year 2024, in accordance with the terms and conditions set forth in the Seventh Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

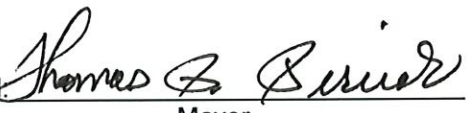
Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2024 and shall be paid from the General Fund.

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 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 enter into the Seventh Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, and 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.



Dan Carbone
President of Council

Approved: 

Thomas Z. Burick
Mayor

Date Passed: 01 02 2024

Date Approved: Jan. 2, 2024

Attest: 

Jimmie Peretka
Clerk of Council

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	_____
Clark	<input checked="" type="checkbox"/>	_____
Kaminski	<input checked="" type="checkbox"/>	_____
Kosek	<input checked="" type="checkbox"/>	_____
Roff	<input checked="" type="checkbox"/>	_____
Short	<input checked="" type="checkbox"/>	_____
Vacancy	<input checked="" type="checkbox"/>	_____

Ord. No. 2024-002 Amended: _____
1st Rdg. 01-02-24 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Public Hrg. _____ Ref: _____
Adopted: 01-02-24 Defeated: _____

ORDINANCE NO. 42-2023

INTRODUCED BY: MAYOR JAMES P. GRAVEN

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE SEVENTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITIES OF OLMSTED FALLS AND STRONGSVILLE FOR REGIONAL DISPATCH SERVICES IN THE SOUTHWEST AREAS, FOR 2024, APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance 99-2014, 65-2016, 52-2017, 04-2020, 47-2020, 53-2021 and 60-2022 the City has previously entered into Agreements with the City of Strongsville to provide dispatch services for the City of Olmsted Falls through December 31, 2023; and

WHEREAS, it is necessary to extend the period of such Agreements so that dispatch services may continue to be provided in 2024 by Strongsville's Southwest Regional Dispatch Center for the City of Olmsted Falls at the annual cost of \$302,630.00. Now therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OLMSTED FALLS, OHIO, THAT:

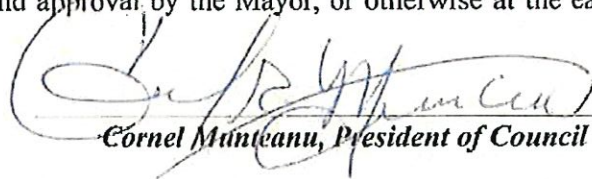
SECTION 1. The Mayor is hereby authorized to enter into any and all Amendments to the Agreement (including Exhibit "A" attached hereto and fully incorporated herein) with the City of Strongsville for the continuing provision of dispatch services for the City of Olmsted Falls at the Strongsville Regional Dispatch Communications Center for 2024 at the annual cost of \$302,630.00.

SECTION 2. That the Mayor is authorized to execute any and all related agreements, documents and related papers necessary to effectuate the purposes of this Ordinance to effectively and efficiently provide for emergency dispatch services in the City as part of a regional dispatch program.


SECTION 3. That the funds necessary to comply with the terms of said Agreement for calendar year 2024 are hereby appropriated from the general fund bearing Fund No. 010 for accounting purposes, and the Director of Finance is hereby authorized to pay such amounts as they fall due pursuant to the Terms of said Agreement for 2024.

SECTION 4. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City of Olmsted Falls for the reason that the City needs to continue to provide public safety dispatch services without interruption, and therefore, this Ordinance shall be effective immediately upon the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor, or otherwise at the earliest time allowed by law.


Cornel Munteanu, President of Council

PASSED: DECEMBER 12, 2023

APPROVED:  12-13-23
James P. Graven, Mayor Date

APPROVED AS TO FORM: 
Max Rieker, Director of Law

ATTEST: 
Angela Mancini, Clerk of Council

First Reading: NOVEMBER 14, 2023
Second Reading: NOVEMBER 28, 2023
Third Reading: DECEMBER 12, 2023

POSTING CERTIFICATE OF OLMSTED FALLS
Angi Mancini, Clerk of Council of the City of Olmsted Falls, hereby certify that Res./Ord. 42-2023 was duly posted on the 10 day of NOV, 2023 and will remain so posted for a period of 15 days after its effective date as required by the Charter of the City
A. Mancini Clerk of Council

	Yea	Nay
Munteanu	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chitester	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McFadden	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wolanin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Buchholz	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Saari	<u>EXCUSED</u>	<input type="checkbox"/>

I, ANGI MANCINI, CLERK OF COUNCIL OF OLMSTED FALLS, COUNTY OF CUYAHOGA, STATE OF OHIO, DO HEREBY CERTIFY THAT THE FOREGOING ORD. OR RESOL. NO. 42 WAS DULY AND REGULARLY ADOPTED BY THIS COUNCIL AT A MEETING HELD ON DEC 12 2023
Angi Mancini CLERK

**SEVENTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF OLMSTED FALLS, OHIO**

THIS SEVENTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this 2nd day of January, 2023, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF OLMSTED FALLS**, Ohio, hereinafter designated as "Falls".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-177 on September 5, 2014, the Strongsville City Council authorized an Agreement with the City of Olmsted Falls for public safety services; and

WHEREAS, through adoption of Ordinance No. 99-2014 on September 9, 2014, the Olmsted Falls City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on September 16, 2014, Strongsville and Falls entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Falls Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Falls Police Department and the Olmsted Falls Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Falls agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on January 18, 2017, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-008; and

WHEREAS, additionally, thereafter on November 15, 2017, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon three years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-208; and

WHEREAS, for the year 2019, there was no adjustment to the amount paid by Olmsted Falls, from the rate of pay set forth in the Second Amendment To Agreement between the parties; and

WHEREAS, however, thereafter on January 21, 2020, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon five years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-010; and

WHEREAS, on December 21, 2020, the parties entered into a *Fourth Amendment to Agreement* providing for an adjustment to the provision for payment based upon six years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-175; and

WHEREAS, on November 15, 2021, the parties entered into a *Fifth Amendment to Agreement* providing for an adjustment to the provision for payment based upon seven years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-151; and

WHEREAS, for the year 2023, the parties entered into a *Sixth Amendment to Agreement* providing for an adjustment to the provision for payment based upon eight (8) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2023-016; and

WHEREAS, now based upon the nine (9) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(F) of the Agreement be and is hereby amended to read in part as follows:

* * *

“F. Payment for Dispatch Services: Falls, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville for the first year of the contract, the amount of Twenty Thousand Dollars (\$20,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Two Hundred Forty Thousand Dollars (\$240,000.00) through December 31, 2015. For the second year of the contract, payment shall be as computed in this Section F, but in no event shall it exceed the sum of Twenty Thousand Dollars (\$20,000.00) per month. For the period of operation from January 1, 2017 through December 31 2017, Falls will pay Strongsville at an increased rate of Twenty Thousand Two Hundred Dollars (\$20,200.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Two Hundred Forty-Two Thousand Four Hundred Dollars (\$242,400.00) for such third year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Falls

will pay Strongsville at an increased rate of Twenty Thousand Three Hundred Seventeen (\$20,317.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Two Hundred Forty-Three Thousand Eight Hundred Four Dollars (\$243,804.00) for the fourth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-One Thousand Five Hundred Thirty-Six and 00/100 Dollars (\$21,536.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Fifty-Eight Thousand Four Hundred Thirty-Two and 00/100 Dollars (\$258,432.00) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-Two Thousand Eight Hundred Twenty-Eight and 16/100 Dollars (\$22,828.16) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Seventy-Three Thousand Nine Hundred Thirty-Seven and 92/100 Dollars (\$273,937.92) for such year of operation. For the period of operation from January 1, 2022 to December 31, 2022, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-Three Thousand Three Hundred Thirty-Four and 00/100 Dollars (\$23,334.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Eighty Thousand Eight and 00/100 Dollars (\$280,008.00) for such year of operation. For the period of operation from January 1, 2023 to December 31, 2023, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-Four Thousand Seven Hundred Thirty-Three and 00/100 Dollars (\$24,733.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Ninety-Six Thousand Seven Hundred Ninety-Six and 00/100 Dollars (\$296,796.00) for such year of operation.” **For the period of operation from January 1, 2024 to December 31, 2024, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-Five Thousand Two Hundred Nineteen and 17/100 Dollars (\$25,219.17) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Two Thousand Six Hundred Thirty and 00/100 Dollars (\$302,630.00) for such year of operation.”**

* * *

2. This Seventh Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2024 only as specifically set forth herein. All rights and obligations of Strongsville and Falls under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Seventh Amendment to Agreement shall be binding upon Strongsville and Falls and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first above written.

Signed in the presence of:

Marcy Strauss

CITY OF OLMSTED FALLS
("Falls")

By:

James Patrick Graven, Mayor

CITY OF STRONGSVILLE
("Strongsville")

By:

Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

12/27/23
Date

Cory Swaisgood
Cory Swaisgood, Finance Director,
City of Olmsted Falls

CERTIFICATE OF LAW DIRECTOR FOR THE CITY OF OLMSTED FALLS

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 27th day of December, 2023.

Max Rieker
Max Rieker, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 2nd day of January, ~~2023~~ 2024.



Neal M. Jamison, Law Director