

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 003

By: Mayor Perciak and All Members of Council

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

WHEREAS, through adoption of Ordinance No. 2014-178 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Berea for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Berea City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Berea entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea 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, Berea agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter on February 17, 2016, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2016-022; and

WHEREAS, additionally, through passage of Ordinance Nos. 2016-220, 2018-009, 2020-002, 2020-176, 2021-165 and 2022-010, Council authorized the Mayor to enter into subsequent amendments to the *Agreement for Public Safety Dispatch Services*, consistent with such Agreement; and

WHEREAS, based upon 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; and

WHEREAS, Berea has agreed to such an Eighth Amendment providing for an increase in fees commencing January 1, 2024.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 003

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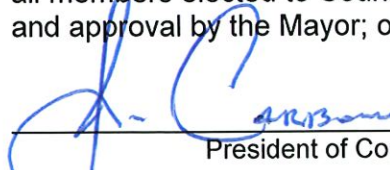
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized and directed to enter into an Eighth Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Berea, 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 \$38,784.58 per month, for a total of \$465,415.00 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.

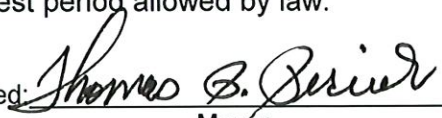
Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were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




President of Council

Date Passed: 01 02 2024

Approved: 

Mayor

Date Approved: Jan 2, 2024

Attest: 

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 | _____ | _____ |

Ord. No. 2024-003 Amended: _____
1st Rdg. 01-02-24 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

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

**EIGHTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF BERE, OHIO**

THIS EIGHTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this 2nd day of January, ~~2023~~²⁰²⁴, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF BERE, OHIO**, hereinafter designated as "Berea".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-178 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Berea for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Berea City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Berea entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea 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, Berea agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on February 17, 2016, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year and a half of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-022; and

WHEREAS, additionally, thereafter on November 21, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two (2) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-220; and

WHEREAS, additionally, thereafter on February 13, 2018, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-009; and

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

WHEREAS, however, for the year 2020, the parties entered into a *Fourth 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. 2020-002; and

WHEREAS, for the year 2021, the parties entered into a *Fifth 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. 2020-176; and

WHEREAS, for the year 2022, the parties entered into a *Sixth 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. 2021-165;

WHEREAS, for the year 2023, the parties entered into a *Seventh Amendment to Agreement* providing for an adjustment to the provision for payment based upon eight years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2022-010;

WHEREAS, now based upon 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: Berea, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty-Five Thousand Dollars (\$25,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Three Hundred Thousand Dollars (\$300,000.00) through December 31, 2015. For the period of operation from January 1, 2016 through February 29, 2016, Berea will pay Strongsville at the same rate of Twenty-Five Thousand Dollars (\$25,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Berea will pay Strongsville at an increased rate of Twenty-Six Thousand Dollars (\$26,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Three Hundred Ten Thousand

Dollars (\$310,000.00) for such second year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Berea will pay Strongsville at an increased rate of pay of Twenty-Seven Thousand Six Hundred Forty-One Dollars (\$27,641.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Thirty-One Thousand Seven Hundred Dollars (\$331,700.00) for such third year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Berea will pay Strongsville at an increased rate of pay of Twenty-Nine Thousand Three Hundred Dollars (\$29,300.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Fifty-One Thousand Six Hundred Dollars (\$351,600.00) for such fourth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, Berea will pay Strongsville at an increased rate of pay of Thirty-One Thousand Fifty-Eight and 00/100 Dollars (\$31,058.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Seventy-Two Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$372,696.00) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, Berea will pay Strongsville at an increased rate of pay of Thirty-Two Thousand Nine Hundred Twenty-One and 48/100 Dollars (\$32,921.48) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Ninety-Five Thousand Fifty-Seven and 76/100 Dollars (\$395,057.76) for such year of operation. For the period of operation from January 1, 2022 to December 31, 2022, Berea will pay Strongsville at an increased rate of pay of Thirty-Five Thousand Eight Hundred Eighty-Five and 00/100 Dollars (\$35,885.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Thirty Thousand Six Hundred Twenty and 00/100 Dollars (\$430,620.00) for such year of operation.” For the period of operation from January 1, 2023 to December 31, 2023, Berea will pay Strongsville at an increased rate of pay of Thirty-Eight Thousand Thirty-Seven and 50/100 Dollars (\$38,037.50) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Four Hundred Fifty and 00/100 Dollars (\$456,450.00) for such year of operation. For the period of operation from January 1, 2024 to December 31, 2024, Berea will pay Strongsville at an increased rate of pay of Thirty-Eight Thousand Seven Hundred Eighty-Four and 58/100 Dollars (\$38,784.58) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Sixty-Five Thousand Four Hundred Fifteen and 00/100 Dollars (\$465,415.00) for such year of operation.

* * *

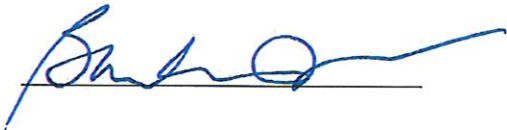
2. This Eighth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2024 only as specifically set forth herein. All rights and obligations of Strongsville and Berea under the Agreement and all other provisions not specifically amended herein remain unmodified and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

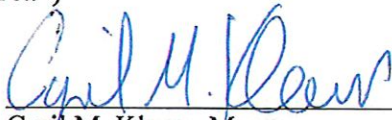
3. This Eighth Amendment to Agreement shall be binding upon Strongsville and Berea and their respective successors and assigns.

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

Signed in the presence of:

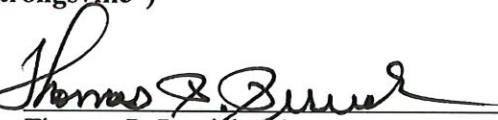
CITY OF BEREA
("Berea")



By: 
Cyril M. Kleem, Mayor

CITY OF STRONGSVILLE
("Strongsville")



By: 
Thomas P. Perofak, 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.

12/19/2023
Date


Andrea Morris, Finance Director, City of Berea

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

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 19 day of December, 2023


Barbara Jones, 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.



Neal M. Jamison, Law Director

BEREA CITY COUNCIL

City of Berea, Ohio

ORDINANCE NO. 2023-54

By: Councilwoman Mary K. Brown Sponsor: Mayor Cyril M. Kleem

AN ORDINANCE

AUTHORIZING THE MAYOR TO SIGN AN EIGHTH AMENDMENT TO AN AGREEMENT BETWEEN THE CITIES OF BEREA AND STRONGSVILLE, FOR THE PURPOSE OF PROVIDING PUBLIC SAFETY DISPATCH SERVICES TO THE CITY OF BEREA, AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 2014-77, adopted on October 20, 2014, attached hereto as Exhibit "A" and incorporated herein as if fully rewritten, authorized entering into an agreement with the City of Strongsville to provide regional public safety dispatching services to the City of Berea; and

WHEREAS, said agreement provided for one-year extensions, subject to annual appropriations; and

WHEREAS, since the adoption of Ordinance No. 2014-77, Berea's neighboring communities, including Olmsted Township, Olmsted Falls, Middleburg Heights, Brook Park and North Royalton, have also contracted with the City of Strongsville to provide their public safety dispatch services; and

WHEREAS, the public is best served by a consolidated dispatching approach that includes interoperability with our neighboring communities; and

WHEREAS, it is now prudent to reauthorize the contract with the City of Strongsville in order to continue to receive public safety dispatch services.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Berea, State of Ohio:

SECTION 1. That the Mayor is hereby authorized to enter into the eighth amendment to an agreement with the City of Strongsville, attached hereto as Exhibit "B" and incorporated herein as if fully rewritten, to provide public safety dispatch services to the City of Berea, with up to five one-year extensions, subject to annual appropriations by the Council of the City of Berea.

BEREA CITY COUNCIL

City of Berea, Ohio


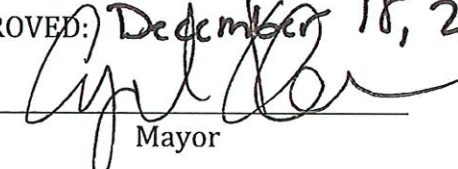
ORDINANCE NO. 2023-54

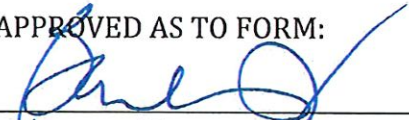
SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. 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, or providing for the usual daily operation of a municipal department, and for the further reason that the agreement must take effect on January 1, 2024 in order to continue to receive public safety dispatching services. 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.

PASSED: December 18, 2023

ATTEST: 
Clerk of Council


President Pro Tempore of Council
APPROVED: December 18, 2023

Mayor

APPROVED AS TO FORM:

Director of Law