

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 208

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SECOND 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, 2018, 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, based upon the three 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, Olmsted Falls has agreed to such Second Amendment providing for an increase in fees commencing January 1, 2018.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 208

Section 1. That the Mayor be and is hereby authorized and directed to enter into a Second 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 2018, commencing January 1, 2018, at an adjusted rate of \$20,317.00 per month, for a total of \$243,804.00 for the year 2018, in accordance with the terms and conditions set forth in the Second 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 2018 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 Second 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.

Kenneth M. Dooner
President of Council

Approved: Kenneth M. Dooner
Acting Mayor

Date Passed: December 4, 2017

Date Approved: December 5, 2017

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Short	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Aimee Pientka
Clerk of Council

ORD. No. 2017-208 Amended: _____
1st Rdg. 12-4-17 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: 12-4-17 Defeated: _____

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

THIS SECOND AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this 15th day of November _____, 2017, 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, based upon the three (3) 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:

* * *

EX. A

"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."

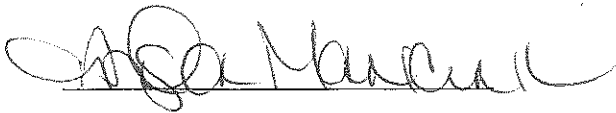
* * *

2. This Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2018 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 Amendment to Agreement shall be binding upon Strongsville and Falls and their respective successors and assigns.

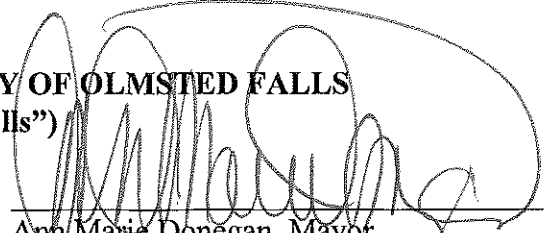
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first above written.

Signed in the presence of:



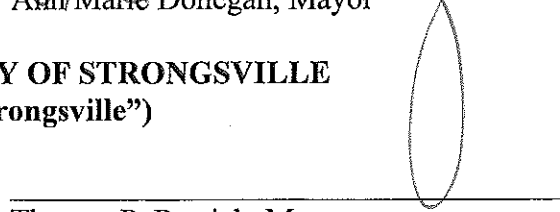
CITY OF OLMSTED FALLS
("Falls")

By:


Ann Marie Donegan, Mayor

CITY OF STRONGSVILLE
("Strongsville")

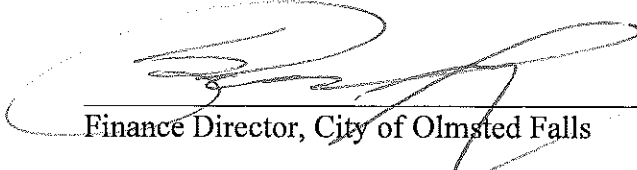
By:


Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

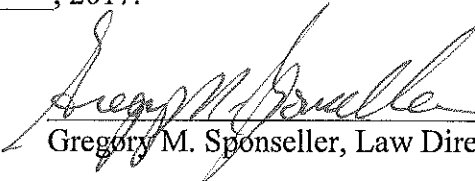
I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

11/16/17
Date


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 15 day of Nov., 2017.


Gregory M. Sponseller, 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 5th day of December, 2017.


Neal M. Jamison, Law Director