

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 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 NORTH ROYALTON, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2023, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton 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, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on September 16, 2014, 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. 2014-176; and

WHEREAS, in addition, on February 23, 2016, the parties entered into a *Second 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. 2016-023; and

WHEREAS, further, on March 21, 2017, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon three (3) years of operation and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-044; and

WHEREAS, additionally, on March 5, 2018, the parties entered into a *Fourth 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. 2018-025; and

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WHEREAS, for the year 2020, the parties entered into a *Fifth Amendment to Agreement* providing for an adjustment to the provision for payment based upon six (6) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-009; and

WHEREAS, for the year 2021, the parties entered into a *Sixth Amendment to Agreement* providing for an adjustment to the provision for payment based upon seven (7) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-029; and

WHEREAS, for the year 2022, the parties entered into a *Seventh 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. 2021-144; and

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

WHEREAS, North Royalton has agreed to an Eighth Amendment providing for an increase in fees commencing January 1, 2023.

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 North Royalton, Ohio*, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2023, commencing January 1, 2023, at an adjusted rate of \$56,092.00 per month, for a total of \$673,104.00 for the year 2023, in accordance with the terms and conditions set forth in the proposed Eighth 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 2023 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

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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.

DiCarbone
President of Council

Date Passed: January 3, 2023

Yea

Nay

Carbone
Clark
DeMio
Kaminski
Kosek
Roff
Short

<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
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<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>

Approved: Thomas B. Suria
Mayor

Date Approved: Jan 3, 2023

Attest: Jim Pientke
Clerk of Council

Ord. No. 2023-003 Amended: _____
1st Rdg. 01-03-23 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Public Hrg. _____ Ref: _____
Adopted: 01-03-23 Defeated: _____

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

THIS EIGHTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this 3 day of January, 2023, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF NORTH ROYALTON**, Ohio, hereinafter designated as "Royalton".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton 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, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter on September 16, 2014, 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. 2014-176; and

WHEREAS, thereafter on February 23, 2016, the parties entered into a *Second 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. 2016-023; and

WHEREAS, additionally, thereafter on March 21, 2017, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon three (3) years of operation and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-044; and

WHEREAS, additionally, thereafter on March 5, 2018, the parties entered into a *Fourth 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. 2018-025; and

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

WHEREAS, however, for the year 2020, the parties entered into a *Fifth Amendment to Agreement* providing for an adjustment to the provision for payment based upon six (6) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-009; and

WHEREAS, for the year 2021, the parties entered into a *Sixth Amendment to Agreement* providing for an adjustment to the provision for payment based upon seven (7) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-029; and

WHEREAS, for the year 2022, the parties entered into a *Seventh 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. 2021-144; and

WHEREAS, now based upon nine (9) years of operations and in accordance with provisions of said Agreement, it is now necessary to further 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(E) of the Agreement be and is hereby amended to read in part as follows:

* * *

“E. Payment for Dispatch Services: Royalton, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty Thousand Dollars (\$40,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Four Hundred Eighty Thousand Dollars (\$480,000.00) for the first year of operation. For the second year of operation, namely January 1, 2015 through December 31, 2015, Royalton will pay Strongsville at a reduced rate of Thirty-eight Thousand Dollars (\$38,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Dollars (\$456,000.00) for such second year of operation. For the period of operation from January

1, 2016 through February 29, 2016, Royalton will pay Strongsville at the same rate of Thirty-Eight Thousand Dollars (\$38,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Royalton will pay Strongsville at an increased rate of Thirty-Nine Thousand Five Hundred Twenty Dollars (\$39,520.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Seventy-One Thousand Two Hundred Dollars (\$471,200.00) for such third year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Royalton will pay Strongsville at an increased rate of Forty-Two Thousand Fifteen Dollars (\$42,015.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Four Thousand One Hundred Eighty-Four Dollars (\$504,184.00) for such fourth year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Royalton will pay Strongsville at an increased rate of Forty-Four Thousand Five Hundred Thirty-Six and 25/100 Dollars (\$44,536.25) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Thirty-Four Thousand Four Hundred Thirty-Five Dollars (\$534,435.00) for such fifth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, North Royalton will pay Strongsville at an increased rate of pay of Forty-Seven Thousand Two Hundred Eight and 42/100 Dollars (\$47,208.42) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Sixty-Six Thousand Five Hundred One and 04/100 Dollars (\$566,501.04) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, North Royalton will pay Strongsville at an increased rate of pay of Fifty Thousand Forty and 92/100 Dollars (\$50,040.93) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thousand Four Hundred Ninety-One and 04/100 Dollars (\$600,491.16) for such year of operation. For the period of operation from January 1, 2022 to December 31, 2022, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Two Thousand Nine Hundred Seventeen and 00/100 Dollars (\$52,917.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thirty-Five Thousand Four and 00/100 Dollars (\$635,004.00) for such year of operation. **For the period of operation from January 1, 2023 to December 31, 2023, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Six Thousand Ninety-Two and 00/100 Dollars (\$56,092.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred**

**Seventy-Three Thousand One Hundred Four and 00/100
Dollars (\$673,104.00) for such year of operation. ”**

* * *

2. This Eighth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2023 only as specifically set forth herein. All rights and obligations of Strongsville and Royalton 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 Royalton 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 NORTH ROYALTON
("Royalton")**

By: 

Larry Antoskiewicz, Mayor



**CITY OF STRONGSVILLE
("Strongsville")**

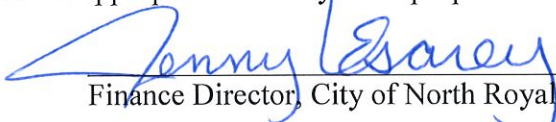
By: 

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.

December 21, 2022
Date


Finance Director, City of North Royalton

CERTIFICATE OF LAW DIRECTOR FOR THE CITY OF NORTH ROYALTON

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 20th day of December, 2022.


Thomas A. Kelly, 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 3rd day of January, 2003.



Neal M. Jamison, Law Director