

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 148

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TENTH 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, 2025, 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, additionally, through passage of Ordinance Nos. 2016,023, 2017-044, 2018-025, 2020-009, 2021-029, 2021-144, 2023-003 and 2023-160, 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 eleven (11) 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 a Tenth Amendment providing for an increase in fees commencing January 1, 2025.

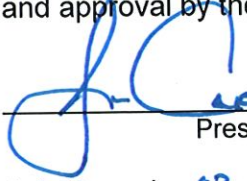
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized and directed to enter into a *Tenth 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 2025, commencing January 1, 2025, at an adjusted rate of \$58,895.75 per month, for a total of \$706,749.00 for the year 2025, in accordance with the terms and conditions set forth in the proposed Tenth Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

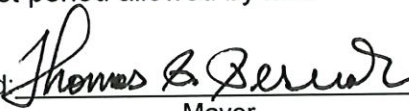
Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2025 and shall be paid from the General Fund.

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 this 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: 10.07.2024

Approved: 

 Mayor

Date Approved: Oct 9, 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"/>	_____
Spring	<input checked="" type="checkbox"/>	_____

Ord. No. 2024-148 Amended: _____
 1st Rdg. 10-07-24 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Public Hrg. _____ Ref: _____
 Adopted: 10-07-24 Defeated: _____

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

THIS TENTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this 19 day of September, 2024, 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, yearly thereafter, the parties have entered into various amendments to the Agreement, which provide for adjustments to the provision for payment based on the total number of years of operation and consistent with the original Agreement, and subsequently authorized by Strongsville City Council in Ordinance Nos. 2016-023, 2017-044, 2018-025, 2020-009, 2021-029, 2021-144, 2023-003 and 2023-160; and

WHEREAS, now based upon eleven (11) 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. For the period of operation from January 1, 2024 to December 31, 2024, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Seven Thousand One Hundred Ninety-Three and 33/100 Dollars (\$57,193.33) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Eighty-Six Thousand Three Hundred Twenty and 00/100 Dollars (\$686,320.00) for such year of operation. For the period of operation from January 1, 2025 to December 31, 2025, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Eight Thousand Eight Hundred Ninety-Five and 75/100 Dollars (\$58,895.75) per month by the first of each month for Dispatch Services provided in that month, for a total of Seven Hundred Six Thousand Seven Hundred Forty-Nine and 00/100 Dollars (\$706,749.00) for such year of operation.”

* * *

2. This Tenth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2025 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 Tenth 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:

Karen [Signature]

CITY OF NORTH ROYALTON
("Royalton")

By: [Signature]
Larry Antoskiewicz, Mayor

Thomas Perciak

CITY OF STRONGSVILLE
("Strongsville")

By: [Signature]
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.

Date

Jenny Esarey, 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 17 day of Sept, 2024.

[Signature]
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 31st day of October, 2024.

[Signature]
Neal M. Jamison, Law Director

THE CITY COUNCIL OF NORTH ROYALTON, OHIO

ORDINANCE NO. 24-151

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TENTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE CITY OF NORTH ROYALTON, OHIO TO AMEND THE PROVISION RELATING TO PAYMENT FOR DISPATCH SERVICES, 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 North 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 North Royalton Police Department and the North 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, North 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: Yearly thereafter, the parties have entered into various amendments to the Agreement, which provide for adjustments to the provision for payment based on the total number of years of operation and consistent with the original Agreement, and subsequently authorized by Strongsville City Council in Ordinance Nos. 2016-023, 2017-044, 2018-025, 2020-009, 2021-029, 2021-144, 2023-003 and 2023-160; and

WHEREAS: Now based upon eleven (11) 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.

WHEREAS: Council desires to provide for this amendment.

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

Section 1. The Mayor is hereby authorized to approve a Tenth Amendment to the agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, Ohio pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 3. 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. 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 it is immediately necessary to amend the provision relating to payment for Dispatch 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.



PRESIDENT OF COUNCIL

APPROVED: 

MAYOR

DATE PASSED: Sept. 17, 2024

DATE APPROVED: Sept. 19, 2024

ATTEST: 

CLERK OF COUNCIL

First reading Suspended
Second reading Suspended
Third reading September 17, 2024

YEAS: Nickell, Barath, Krejci,
Gorjanc, Webber, Wos

NAYS: None

ABSTAIN: Marnecheck