

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 188

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SIXTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BROOK PARK, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2025, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2018-074 on May 21, 2018, the Strongsville City Council authorized an Agreement with the City of Brook Park for public safety services; and

WHEREAS, through adoption of Ordinance No. 11024-2018 on May 15, 2018, the Brook Park City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on May 23, 2018, Strongsville and Brook Park entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Brook Park Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Brook Park Police Department and the Brook Park 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, Brook Park agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, on January 6, 2020, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year and one-half of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2020-003; and

WHEREAS, additionally, through passage of Ordinance Nos. 2021-002, 2021-150, 2023-014 and 2023-147, 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 six and one-half years of operations and in accordance with provisions of said Agreement, it is again necessary to amend and adjust the provision relating to payment for Dispatch Services; and

WHEREAS, Brook Park has agreed to a Sixth 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:

CITY OF STRONGSVILLE, OHIO

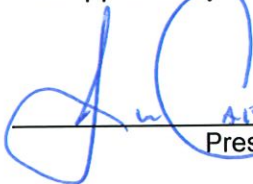
ORDINANCE NO. 2024 – 188

Section 1. That the Mayor be and is hereby authorized and directed to enter into a Sixth Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Brook Park, 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 Sixth Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

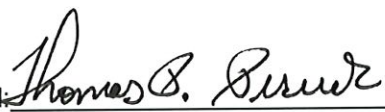
Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2025 and shall be paid from the General Fund.

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 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

Approved: 

Mayor

Date Passed: 12 02 2024

Date Approved: Dec 7, 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	<u>Absent</u>	_____
Short	<input checked="" type="checkbox"/>	_____
Spring	<input checked="" type="checkbox"/>	_____

Ord. No. 2024-188 Amended: _____
1st Rdg. 12-2-24 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Public Hrg. _____ Ref: _____
Adopted: 12-2-24 Defeated: _____

**SIXTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF BROOK PARK, OHIO**

THIS SIXTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this 2 day of December, 2024, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF BROOK PARK**, Ohio, hereinafter designated as "Brook Park".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2018-074 on May 21, 2018, the Strongsville City Council authorized an Agreement with the City of Brook Park for public safety services; and

WHEREAS, through adoption of Ordinance No. 11024-2018 on May 15, 2018, the Brook Park City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on May 23, 2018, Strongsville and Brook Park entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Brook Park Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Brook Park Police Department and the Brook Park 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, Brook Park agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

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

WHEREAS, on January 6, 2020, the parties entered into a *First 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. 2020-003; 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. 2021-002, 2021-150, 2023-014 and 2023-147; and

WHEREAS, now based upon six and one-half years (6½) 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: Brook Park, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty-Three Thousand Three Hundred Thirty-Three Dollars and 33/100 (\$43,333.33) per month by the first (1st) of each month for Dispatch Services provided in that month. For the period of operation from January 1, 2020 through December 31, 2020, Brook Park will pay Strongsville at an increased rate of pay of Forty-Five Thousand Nine Hundred Thirty-Three and 33/100 Dollars (\$45,933.33) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Fifty-One Thousand One Hundred Ninety-Nine and 96/100 Dollars (\$551,199.96) for such year of operation. For the period of operation from January 1, 2021 through December 31, 2021, Brook Park will pay Strongsville at an increased rate of pay of Forty-Eight Thousand Six Hundred Eighty-Nine and 32/100 Dollars (\$48,689.33) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Eighty-Four Thousand Two Hundred Seventy-One and 84/100 Dollars (\$584,271.96) for such year of operation. For the period of operation from January 1, 2022 through December 31, 2022, Brook Park 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 through December 31, 2023, Brook Park 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 through December 31, 2024, Brook Park 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 through December 31, 2025, Brook Park 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.**"

* * *

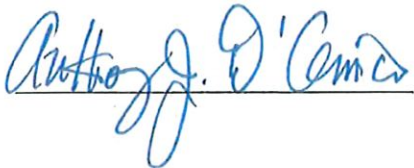
2. This Sixth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2025 only as specifically set forth herein. All rights and obligations of Strongsville and Brook Park under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Sixth Amendment to Agreement shall be binding upon Strongsville and Brook Park 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 BROOK PARK
("Brook Park")



By: 
Edward Orcutt, 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.

11.19.24
Date


Robert McGann, Finance Director
City of Brook Park

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF BROOK PARK**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 18th day of November, 2024.


Carol Dillon Horvath, 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 December, 2024.


Neal M. Jamison, Law Director

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.


DIRECTOR OF LAW