

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 194

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NINTH 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, 2025, 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, 2022-010 and 2024-003, 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 ten (10) 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 a Ninth Amendment providing for an increase in fees commencing January 1, 2025.

**CITY OF STRONGSVILLE, OHIO**  
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**Page 2**

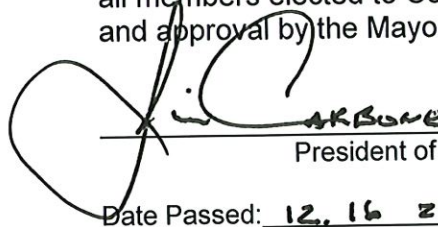
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

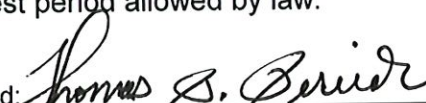
**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a *Ninth Amendment to Agreement* for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Berea, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2025, commencing January 1, 2025, at an adjusted rate of \$39,263.83 per month, for a total of \$471,166.00 for the year 2025, in accordance with the terms and conditions set forth in the Ninth 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  
 Date Passed: 12.16 2024

Approved:   
 \_\_\_\_\_  
 Mayor

Date Approved: Dec. 16, 2024

Attest:   
 \_\_\_\_\_  
 Clerk of Council

|          | <u>Yea</u>                          | <u>Nay</u> |
|----------|-------------------------------------|------------|
| Carbone  | <input checked="" type="checkbox"/> | _____      |
| Clark    | <input checked="" type="checkbox"/> | _____      |
| Kaminski | <u>absent</u>                       | _____      |
| Kosek    | <input checked="" type="checkbox"/> | _____      |
| Roff     | <input checked="" type="checkbox"/> | _____      |
| Short    | <input checked="" type="checkbox"/> | _____      |
| Spring   | <input checked="" type="checkbox"/> | _____      |

Ord. No. 2024-194 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. 12/16/24 Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. suspend Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. suspend Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 12/16/24 Defeated: \_\_\_\_\_



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

**THIS NINTH AMENDMENT TO AGREEMENT** made at Strongsville, Ohio, this 14<sup>th</sup> day of December, 2024, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF BEREA**, 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* ("Agreement"), 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, 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. 2016-220, 2018-009, 2020-002, 2020-176, 2021-165, 2022-010 and 2024-003; and

WHEREAS, now based upon ten (10) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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. For the period of operation from January 1, 2025 to December 31, 2025, Berea will pay Strongsville at an increased rate of pay of Thirty-Nine Thousand Two Hundred Sixty-Three and 83/100 Dollars (\$39,263.83) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Seventy-One Thousand One Hundred Sixty-Six and 00/100 Dollars (\$471,166.00) for such year of operation.

\* \* \*

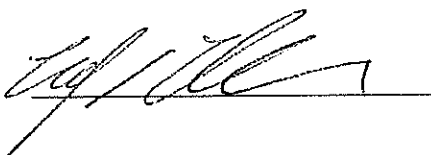
2. This Ninth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2025 only as specifically set forth herein. All rights and obligations of Strongsville and Berea under the Agreement and all other provisions not specifically amended herein remain unmodified and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

3. This Ninth 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:

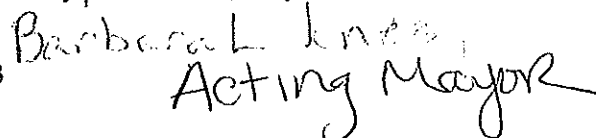
CITY OF BEREA  
("Berea")



By:

  
Cyrril M. Kleem, Mayor

3

  
Barbara L. Jones,  
Acting Mayor

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

Mantlem Beach

By: Thomas P. Perciak  
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 4, 2024  
Date

Andrea Morris  
Andrea Morris, Finance Director, City of Berea

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF BERE A**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 4<sup>th</sup> day of DECEMBER, 2024

Danielle Feltz Gisher  
Barbara Jones, Law Director, ASST. Law Dir.  
Danielle Feltz Gisher

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

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 16<sup>th</sup> day of December, 2024.

Neal M. Jamison  
Neal M. Jamison, Law Director