

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

THIS THIRD AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this 14th day of December, 2022, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and **OLMSTED TOWNSHIP**, Ohio, hereinafter designated as "Olmsted Township".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2019-042 on March 18, 2019, the Strongsville City Council authorized an Agreement with the Trustees of Olmsted Township for public safety services; and

WHEREAS, through adoption of Resolution No. 043-2019 on March 13, 2019, the Trustees of Olmsted Township likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on March 18, 2019, Strongsville and Olmsted Township entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Township Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Township Police Department and the Olmsted Township Fire Department and other public safety resources 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 Township agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, on November 16, 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 a half of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2020-163; and

WHEREAS, on November 1, 2021, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two and one-half years of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2021-145; and

WHEREAS, now based upon three and one-half 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: Olmsted Township, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty Thousand Two Hundred Fifty and 00/100 Dollars (\$20,250.00) per month by the first (1st) of each month for Dispatch Services provided in that month for the first eighteen (18) months of operation. For the period of operation from January 1, 2021 through December 31, 2021, Olmsted Township will pay Strongsville at an increased rate of pay of Twenty-One Thousand Four Hundred Sixty-Five and 00/100 Dollars (\$21,465.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Fifty-Seven Thousand Five Hundred-Eighty and 00/100 Dollars (\$257,580.00). For the period of operation from January 1, 2022 through December 31, 2022, Olmsted Township will pay Strongsville at an increased rate of pay of Twenty-Three Thousand Three Hundred Thirty-Four and 00/100 Dollars (\$23,334.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Eighty Thousand Eight and 00/100 Dollars (\$280,008.00). For the period of operation from January 1, 2023 through December 31, 2023, Olmsted Township will pay Strongsville at an increased rate of pay of Twenty-Four Thousand Seven Hundred Thirty-Three and 00/100 Dollars (\$24,733.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Ninety-Six Thousand Seven Hundred Ninety-Six and 00/100 Dollars (\$296,796.00).”


* * *

2. This Third 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 Olmsted Township under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Third Amendment to Agreement shall be binding upon Strongsville and Olmsted Township and their respective successors and assigns.

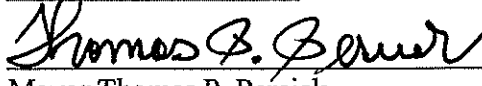
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first above written.

OLMSTED TOWNSHIP
("OLMSTED TOWNSHIP")



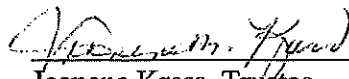
Lisa Zver, Trustee/Chairperson
Olmsted Township

CITY OF STRONGSVILLE
("STRONGSVILLE")



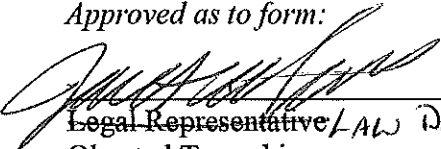
Mayor Thomas P. Perciak
City of Strongsville

Riley A. Alton, Trustee/Vice-Chairperson
Olmsted Township



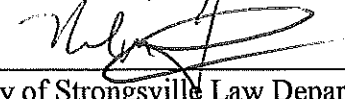
Jeanene Kress, Trustee
Olmsted Township

Approved as to form:



Legal Representative / Law Director
Olmsted Township

Approved as to form:




City of Strongsville Law Department
Neal M. Jamison, Law Director
16099 Foltz Parkway
Strongsville, OH 44149
440-580-3145

CERTIFICATE OF FISCAL OFFICER

I hereby certify that the amount of money required to meet the expenditures called for by this First 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.

12/14/2022

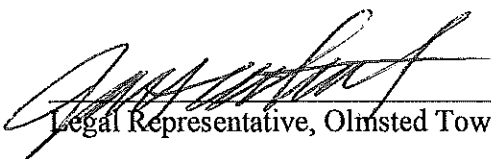
Date



Brian Gillette, Fiscal Officer
Olmsted Township

**CERTIFICATE OF LEGAL REPRESENTATIVE FOR
OLMSTED TOWNSHIP**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 14 day of DECEMBER, 2022.



Legal Representative, Olmsted Township

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

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 10 day of January, 2003.



Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 004

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND OLMSTED TOWNSHIP, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2023, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2019-042 on March 18, 2019, the Strongsville City Council authorized an Agreement with the Trustees of Olmsted Township for public safety services; and

WHEREAS, through adoption of Resolution No. 043-2019 on March 13, 2019, the Trustees of Olmsted Township likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on March 18, 2019., Strongsville and Olmsted Township entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Township Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Township Police Department and the Olmsted Township Fire Department and other public safety resources 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 Township agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on November 16, 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 a half of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2020-163; and

WHEREAS, on November 1, 2021, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two and one-half years of operations and consistent with the Agreement, and as authorized by Strongsville City Council Ordinance No. 2021-145; and

WHEREAS, now based upon three and one-half 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, Olmsted Township has agreed to such a Third 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 a *Third Amendment to Agreement* for Public Safety Dispatch Services between the City of Strongsville, Ohio and Olmsted Township, 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 \$24,733.00.00 per month, for a total of \$296,796.00.00 for the year 2023, in accordance with the terms and conditions set forth in the Third 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 Third 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.

ARBANE

President of Council

Date Passed: January 3, 2023

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kaminski	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kosek	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roff	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Short	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Approved: Thomas S. Seruor

Mayor

Date Approved: Jan 3, 2023

Attest: Jimena Pienka

Clerk of Council

Ord. No. 2023-004 Amended: _____
1st Rdg. 01-03-23 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

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