

RESOLUTION 109-2021

Approval of Second Amendment to Agreement for Public Safety Dispatch Services

Cuyahoga County, Ohio

Be It Resolved by the Township Trustees of Olmsted Township

WHEREAS, Olmsted Township (“Township”) is party to an Agreement for Public Safety Dispatch Services (the “Parties’ Agreement”) with The City of Strongsville; and

WHEREAS, the Parties' Agreement has completed two and one-half years of operations and experience; and

WHEREAS, the Parties' Agreement calls for adjustment and amendment to the provisions for payment for Dispatch Services.

NOW THEREFORE, it is RESOLVED by the Trustees that:

Consistent with the Parties' Agreement, and the continuation of the Agreement being found to be in the best interests of the Township, the Second Amendment to the Parties' Agreement is hereby approved.

Trustee Krcss seconded the Motion, and thereupon, the votes in favor of this Resolution were recorded and reflected by the signatures hereto.

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 13th day of October, 2021.

Jini J. Jr
President/Treas
J. S. CDT
Township Trustees

Attest: Brian W. Inhoff
Township Fiscal Officer

RESOLUTION 109-2021

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

THIS SECOND AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this 13th day of October, 2021, 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, now based upon two 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:

* * *

Ex.A

“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).”

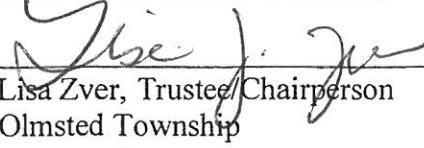
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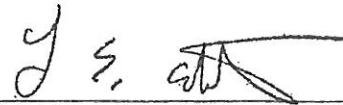
2. This Second Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2022 only as specifically set forth herein. All rights and obligations of Strongsville and Olmsted Township under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Second 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


Laurence E. Abbott, Trustee/Vice-Chairperson
Olmsted Township

CITY OF STRONGSVILLE
(“STRONGSVILLE”)


Mayor Thomas P. Perciak
City of Strongsville

Jeanene M. Kress

Jeanene Kress, Trustee
Olmsted Township

Approved as to form:

Jeanene M. Kress

Legal Representative
Olmsted Township

Approved as to form:

Neal M. Jamison

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.

10/13/2021

Date

Brian Gillette

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 13th day of OCTOBER, 2021.

Jeanene M. Kress

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 1st day of NOVEMBER, 2021.

Neal M. Jamison

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 145

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
SECOND 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,
2022, 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, now based upon two 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 Second Amendment providing for an increase in fees commencing January 1, 2022.

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 *Second 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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 145

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fees to the City of Strongsville for dispatch services for 2022, commencing January 1, 2022, at an adjusted rate of \$23,334.00 per month, for a total of \$280,008.00 for the year 2022, in accordance with the terms and conditions set forth in the Second 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 2022 and shall be paid from the General Fund.

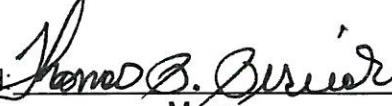
Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were 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:



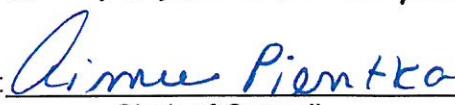
Mayor

Date Passed: 11-1-21

Date Approved: Nov. 1, 2021

	<u>Yea</u>	<u>Nay</u>
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Carbone	✓	_____
DeMio	✓	_____
Kaminski	✓	_____
Kosek	✓	_____
Roff	✓	_____
Schonhut	✓	_____
Short	✓	_____

Attest: 

Clerk of Council

ORD. No. 2021-145

Amended: _____

1st Rdg. 11-1-21

Ref: _____

2nd Rdg. Suspended

Ref: _____

3rd Rdg. Suspended

Ref: _____

I, the duly qualified and appointed Clerk of Council of the City of Strongsville, Ohio do hereby certify that the foregoing Ordinance No. 2021-145 Resolution No. _____

Is a true and correct copy of the original.

Pub Hrg. _____

Ref: _____

Adopted: 11-1-21

Defeated: _____

