

ORDINANCE NO. 50-2017

INTRODUCED BY: MAYOR ANN MARIE DONEGAN

AN ORDINANCE AUTHORIZING, RATIFYING AND AFFIRMING THE MAYOR TO ENTER INTO ANY AND ALL AMENDMENTS TO, AND EXTENDING THE TERM OF AGREEMENTS WITH THE CITY OF STRONGSVILLE FOR THE PROVISION OF REGIONAL DISPATCH SERVICES BY STRONGSVILLE FOR THE CITY OF OLMSTED FALLS, ALL TO PROVIDE FOR EMERGENCY DISPATCH SERVICES IN THE SOUTHWEST AREAS, APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance 99-2014, and 65-2016, the City has previously entered into Agreements with the City of Strongsville to provide dispatch services for the City of Olmsted Falls for 2015 to the present; and

WHEREAS, it is necessary to extend the period of such Agreements so that dispatch services may continue to be provided in 2018 by the Southwest Regional Dispatch Center for Olmsted Falls. Now therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OLMSTED FALLS, OHIO, THAT:

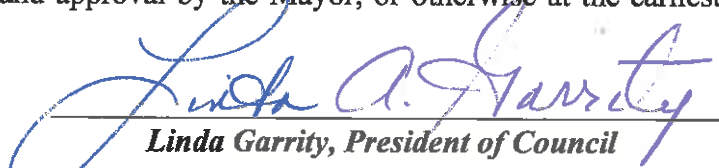
SECTION 1. The Mayor is hereby authorized to enter into any and all Agreements (including Exhibit "A" attached hereto and fully incorporated herein) with the City of Strongsville for the continuing provision of dispatch services for the City of Olmsted Falls at the Strongsville Regional Dispatch Communications Center in 2018, and the same is hereby ratified and affirmed.

SECTION 2. That the Mayor is authorized to execute any and all related agreements, documents and related papers necessary to effectuate the purposes of this Ordinance to effectively and efficiently provide for emergency dispatch services in the City as part of a regional dispatch program.

SECTION 3. That the funds necessary to comply with the terms of said Agreement for calendar year 2018 are hereby appropriated from the general fund bearing Fund No. 010 for accounting purposes, and the Director of Finance is hereby authorized to pay such amounts as they fall due pursuant to the Terms of said Agreement for 2018.

SECTION 4. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City of Olmsted Falls for the reason that the City needs to continue to provide public safety dispatch services without interruption, and therefore, this Ordinance shall be effective immediately upon the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor, or otherwise at the earliest time allowed by law.


Linda Garrity, President of Council

PASSED: November 14, 2017

APPROVED:  11.15.17
Ann Marie Donegan, Mayor Date


APPROVED AS TO FORM: 
Gregory M. Sponseller, Director of Law

ATTEST: 
Angela Mancini, Clerk of Council


First Reading: October 24, 2017

Second Reading: November 13, 2017

Third Reading: suspended

POSTING CERTIFICATE OF OLMSTED FALLS
Angi Mancini, Clerk of Council of the City of Olmsted Falls, hereby certify that Res. Ord. 50-2017 was duly posted on the 20 day of Oct, 2017 and will remain so posted for a period of 15 days after its effective date as required by the Charter of the City
 Clerk of Council

	Yea	Nay
Garrity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Haviland	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sculac	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gorski	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stibich	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Duncan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Miller	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I, ANGI MANCINI, CLERK OF COUNCIL OF OLMSTED FALLS, COUNTY OF CUYAHOGA, STATE OF OHIO, DO HEREBY CERTIFY THAT THE FOREGOING ORD OR RESOL. NO. 50 WAS DULY AND REGULARLY ADOPTED BY THIS COUNCIL AT A MEETING HELD ON NOVEMBER 14 2017
 CLERK

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

THIS SECOND AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ___ day of _____, 2017, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF OLMSTED FALLS**, Ohio, hereinafter designated as "Falls".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-177 on September 5, 2014, the Strongsville City Council authorized an Agreement with the City of Olmsted Falls for public safety services; and

WHEREAS, through adoption of Ordinance No. 99-2014 on September 9, 2014, the Olmsted Falls City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on September 16, 2014, Strongsville and Falls entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Falls Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Falls Police Department and the Olmsted Falls 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, Falls agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on January 18, 2017, the parties entered into an Amendment to Agreement providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-008; and

WHEREAS, based upon the three (3) 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: Falls, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville for the first year of the contract, the amount of Twenty Thousand Dollars (\$20,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Two Hundred Forty Thousand Dollars (\$240,000.00) through December 31, 2015. For the second year of the contract, payment shall be as computed in this Section F, but in no event shall it exceed the sum of Twenty Thousand Dollars (\$20,000.00) per month. For the period of operation from January 1, 2017 through December 31 2017, Falls will pay Strongsville at an increased rate of Twenty Thousand Two Hundred Dollars (\$20,200.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Two Hundred Forty-Two Thousand Four Hundred Dollars (\$242,400.00) for such third year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Falls will pay Strongsville at an increased rate of Twenty Thousand Three Hundred Seventeen (\$20,317.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Two Hundred Forty-Three Thousand Eight Hundred Four Dollars (\$243,804.00) for the fourth year of operation.”

* * *

2. This Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2018 only as specifically set forth herein. All rights and obligations of Strongsville and Falls under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Amendment to Agreement shall be binding upon Strongsville and Falls 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 OLMSTED FALLS
(“Falls”)

By: _____
Ann Marie Donegan, 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.

Date

Finance Director, City of Olmsted Falls

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF OLMSTED FALLS**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ___ day of _____, 2017.

Gregory M. Sponseller, 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 ___ day of _____, 2017.

Neal M. Jamison, Law Director