



Thomas P. Perciak
Mayor

City of Strongsville

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Office of the Law Director

November 30, 2022

Via e-mail: jgraven@olmstedfalls.org

The Hon. Mayor James Patrick Graven
City of Olmsted Falls
26100 Bagley Road
Olmsted Falls, OH 44138

Re: Sixth Amendment to Agreement for Public Safety Dispatch Services

Dear Mayor Graven:

As a follow-up to recent meetings in connection with the referenced matter, please find enclosed a *Sixth Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Olmsted Falls, Ohio*.

Please return this Amendment back to my office after it has been fully executed by your City, together with a copy of Olmsted Falls' authorizing Ordinance. If you should have any questions, please do not hesitate to contact us.

Thank you for your courtesy in this matter.

Cordially,

Neal M. Jamison
Law Director

NMJ:ns
Enclosure

cc: Andrew D. Bemer, Esq., Law Director, City of Olmsted Falls
Mayor Thomas P. Perciak
Eric Dean, Director of Finance
David E. Sems, Director of Comm. & Technology
Charles Goss, Director of Public Safety
Mark Fender, Chief of Police
(all via e-mail w/ enclosure)

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

THIS SIXTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ____ day of _____, _____, 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, additionally, thereafter on November 15, 2017, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon three years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-208; and

WHEREAS, for the year 2019, there was no adjustment to the amount paid by Olmsted Falls, from the rate of pay set forth in the Second Amendment To Agreement between the parties; and

WHEREAS, however, thereafter on January 21, 2020, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon five years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-010; and

WHEREAS, on December 21, 2020, the parties entered into a *Fourth Amendment to Agreement* providing for an adjustment to the provision for payment based upon six years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-175; and

WHEREAS, on November 15, 2021, the parties entered into a *Fifth Amendment to Agreement* providing for an adjustment to the provision for payment based upon seven years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-151; and

WHEREAS, now based upon the eight (8) 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. For the

period of operation from January 1, 2020 to December 31, 2020, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-One Thousand Five Hundred Thirty-Six and 00/100 Dollars (\$21,536.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Fifty-Eight Thousand Four Hundred Thirty-Two and 00/100 Dollars (\$258,432.00) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-Two Thousand Eight Hundred Twenty-Eight and 16/100 Dollars (\$22,828.16) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Seventy-Three Thousand Nine Hundred Thirty-Seven and 92/100 Dollars (\$273,937.92) for such year of operation. For the period of operation from January 1, 2022 to December 31, 2022, Olmsted Falls 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 such year of operation. **For the period of operation from January 1, 2023 to December 31, 2023, Olmsted Falls 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) for such year of operation. ”**

* * *

2. This Sixth 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 Falls 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 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: _____
James Patrick Graven, 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 _____
Cory Swaisgood, 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 _____, _____.

_____ Andrew D. Bemer, 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 _____, _____.

_____ Neal M. Jamison, Law Director