

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2023- **2**

Introduced By: Mayor Matthew Castelli

**A RESOLUTION
AUTHORIZING THE MAYOR TO SIGN A
SECOND AMENDMENT TO AGREEMENT FOR PUBLIC SAFETY
DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OH
AND THE CITY OF MIDDLEBURG HEIGHTS, OH**

WHEREAS, through adoption of Resolution 2021-40 on May 27, 2021, Middleburg Heights City Council authorized an agreement with the City of Strongsville for Public Safety Dispatch Services; and

WHEREAS, at that time, Middleburg Heights agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, on November 1, 2021, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the one-half year of operations and consistent with the Agreement; and

WHEREAS, now based upon one and one-half years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for dispatch Services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to sign the "*Second Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, OH and the City of Middleburg Heights, OH*", a copy of which is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 1/10/23

David Bortolotto
President of Council

Presented to Mayor: 1/11/23

Matthew J. Casst
Mayor

Attest: *M. Meola*
Clerk of Council

Approved On: 1-12-23

	Yea	Nay
Bortolotto	<u>X</u>	<u> </u>
Ali	<u>X</u>	<u> </u>
Sage	<u>ABSENT</u>	<u> </u>
Meany	<u>X</u>	<u> </u>
McGregor	<u>X</u>	<u> </u>
Ference	<u>X</u>	<u> </u>
Grech	<u>X</u>	<u> </u>

I, *Mary Ann Meola* Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that *Res. 2023-2* adopted by the Council of the City of Middleburg Hts., on *1/10/23* was posted for a period of fifteen days, beginning *1/12/23* and remained so posted for fifteen days at the two posting places as designated by Charter.
Mary Ann Meola
Clerk

CERTIFICATE

I, *Mary Ann Meola* Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of *Res. 2023-2* passed on the *10th* day of *January* *2023* by said Council.

Mary Ann Meola
Clerk of Council

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

THIS SECOND AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ____ day of _____, _____, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and **MIDDLEBURG HEIGHTS**, Ohio, hereinafter designated as "Middleburg".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2021-084 on June 7, 2021, the Strongsville City Council authorized an Agreement with the City of Middleburg Heights for public safety services; and

WHEREAS, through adoption of Resolution No. 2021-40 on May 27, 2021, the Middleburg Heights City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on June 7, 2021, Strongsville and Middleburg entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Middleburg Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Middleburg Police Department and the Middleburg 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, Middleburg agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, based upon one-half year of operations in 2021 and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services; and

WHEREAS, on November 1, 2021, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the one-half year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2021-143; and

WHEREAS, now based upon one and one-half years of operations and in accordance with provisions of said Agreement, it is now necessary to further 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(E) of the Agreement be and is hereby amended to read in part as follows:

* * *

“E. Payment for Dispatch Services: Middleburg, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00) for the month of June, 2021 and each month thereafter until December 31, 2021, by the fifteenth (15th) of each month for Dispatch Services provided in that month. For the period of operation from January 1, 2022 through December 31, 2022, Middleburg will pay Strongsville at an increased rate of pay of Thirty-Eight Thousand Three Hundred Thirty-Four and 00/100 Dollars (\$38,334.00) per month by the fifteenth (15th) of each month for Dispatch Services provided in that month, for a total of Four Hundred Sixty Thousand Eight and 00/100 Dollars (\$460,008.00). **For the period of operation from January 1, 2023 through December 31, 2023, Middleburg will pay Strongsville at an increased rate of pay of Forty Thousand Six Hundred Thirty-Three and 00/100 Dollars (\$40,633.00) per month by the fifteenth (15th) of each month for Dispatch Services provided in that month, for a total of Four Hundred Eighty-Seven Thousand Five Hundred Ninety-Six and 00/100 Dollars (\$487,596.00).”**

* * *

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

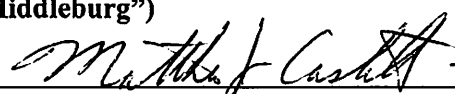
3. This Second Amendment to Agreement shall be binding upon Strongsville and Middleburg and their respective successors and assigns.

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 MIDDLEBURG HEIGHTS
("Middleburg")

By: 
Matthew J. Castelli, Mayor

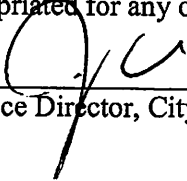
**CITY OF STRONGSVILLE
("Strongsville")**

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.

1/12/23
Date



Finance Director, City of Middleburg Heights

**CERTIFICATE OF LAW DIRECTOR FOR
MIDDLEBURG HEIGHTS**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 10 day of January, 2023.



Santo T. Incorvaia, 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