

BEREA CITY COUNCIL

City of Berea, Ohio

ORDINANCE NO. 2023-4

By: Councilwoman Mary K. Brown Sponsor: Mayor Cyril M. Kleem

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT IN CONCERT WITH THE CITY OF STRONGSVILLE, CITY OF BROOK PARK, CITY OF MIDDLEBURG HEIGHTS, CITY OF NORTH ROYALTON, CITY OF OLMSTED FALLS, OLMSTED TOWNSHIP AND THE CHAGRIN VALLEY DISPATCH COUNCIL, FOR THE PURCHASE OF A COMPUTER ASSISTED DISPATCH SOFTWARE PROGRAM FROM MOTOROLA, APPROPRIATING FUNDS THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, the Cities of Berea, Strongsville, Brook Park, Middleburg Heights, North Royalton, Olmsted Falls, Olmsted Township and the Chagrin Valley Dispatch Council are all political subdivisions of the State of Ohio; and

WHEREAS, various provisions in the law, including Ohio Revised Code Sections 9.48, 9.482 and 735.053, provide that a political subdivision may authorize the appropriate official to enter into a contract, without advertising and bidding, for the purchase of material, equipment, or supplies from another Ohio political subdivision; and

WHEREAS, the Chagrin Valley Dispatch Council is purchasing Computer Assisted Dispatch (CAD) software from Motorola, and has agreed to make such software available to members of the Southwest Emergency Dispatch Center, hosted by the City of Strongsville; and

WHEREAS, all parties to the Intergovernmental Agreement will benefit by taking advantage of the pricing available to the Chagrin Valley Dispatch Council; and

WHEREAS, the City of Berea and the other Agencies listed herein are desirous of using said Motorola CAD software system for their purposes.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Berea, State of Ohio:

SECTION 1. That the Mayor is authorized to enter into an Intergovernmental Agreement along with the Cities of Strongsville, Brook Park, Middleburg Heights, North Royalton, Olmsted Falls and Olmsted Township, with the Chagrin Valley Dispatch Council, for the purchase of a Computer Assisted Dispatch software program from Motorola at a total cost to the City of Berea of Two Hundred Fifty Thousand Eighty-Nine Dollars (\$250,089.00) paid in ten annual installments of Twenty-Five Thousand and Eight Dollars and Ninety Cents (\$25,008.90) in accordance with the terms and conditions set forth in Exhibit "A", which is attached hereto and made a part hereof, as if fully rewritten herein;

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SECTION 2. That the Director of Finance be, and hereby is, authorized and directed to pay out such agreement sum(s) and charge the same to, and the funds therefor are hereby appropriated from the General Fund, designated for accounting purposes as Fund No. 100 for the purpose set forth in Section 1.

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 of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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, or providing for the usual daily operation of a municipal department, and for the further reason that the Chagrin Valley Dispatch Council requires that their Agreements with the Agencies be finalized before the end of January 2023. 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.

PASSED: *January 17, 2023*

ATTEST: *Alvin E.*
Clerk of Council

APPROVED AS TO FORM:
Daniel J. Burke
Director of Law
(Acting)

Alvin E.
President of Council

APPROVED: *January 17, 2023*
April Dean
Mayor

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022, by and between the **CITY OF STRONGSVILLE, OHIO**, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, (hereinafter "Strongsville"), the **CITY OF BEREAL, OHIO**, located at 11 Berea Commons, Berea, Ohio 44017, (hereinafter "Berea"), the **CITY OF BROOK PARK, OHIO**, located at 6161 Engle Road, Brook Park, Ohio 44142, (hereinafter "Brook Park"), the **CITY OF MIDDLEBURG HEIGHTS, OHIO**, located at 15700 Bagley Road, Middleburg Heights, Ohio 44130, (hereinafter "Middleburg Heights"), the **CITY OF NORTH ROYALTON, OHIO**, located at 14600 State Road, North Royalton, Ohio 44133, (hereinafter "North Royalton"), the **CITY OF OLMSTED FALLS, OHIO**, located at 26100 Bagley Road, Olmsted Falls, Ohio 44138, (hereinafter "Olmsted Falls"), **OLMSTED TOWNSHIP, OHIO**, located at 26900 Cook Road, Olmsted Township, Ohio 4138, (hereinafter "Olmsted Township") all collectively hereinafter ("Agencies"), and **CHAGRIN VALLEY DISPATCH COUNCIL**, located at 4470 Oakes Road, Brecksville, OH 44141 (hereinafter "CVD") and all collectively hereinafter ("Parties") and individually hereinafter ("Party").

WITNESSETH:

WHEREAS, the CVD and the Agencies are all political subdivisions of the State of Ohio; and

WHEREAS, various provisions in the law, including Ohio Revised Code Sections 9.48, 9.482 and 735.053, provide that a political subdivision may authorize the appropriate official to enter into a contract, without advertising and bidding, for the purchase of material, equipment, or supplies from another political subdivision of the State; and

WHEREAS, CVD is purchasing and has available or will have available a CAD software program from Motorola; and

WHEREAS, the Agencies are all current members of the Southwest Emergency Dispatch Center hosted by Strongsville and are desirous of using said Motorola CAD software for their purposes; and

WHEREAS, CVD is willing to enter into an intergovernmental agreement with the Agencies to provide them with the Motorola CAD software for their use in the Southwest Emergency Dispatch Center;

NOW, THEREFORE, in consideration of the promises, terms, conditions and considerations herein, CVD and the Agencies agree as follows:

1. The term of this Agreement shall be effective from the date of execution hereof to December 31, 2032. In any event, CVD and/or any of the Agencies, can cancel all or part of this Agreement at any time, without cause, upon six (6) months prior written notice. However, all amounts set forth in Exhibit "A" attached hereto due and payable by any of the Agencies, before the final termination date of any of the Agencies, shall be paid to CVD.

2. CVD shall furnish to the Agencies, Motorola CAD software that will include the ability to provide the following Motorola CAD software at the costs listed on Exhibit "A" attached hereto:
 - Premier One CAD with Mapping
 - Premier One Mobile (Windows)
 - Premier One Mobile (iOS or Android)
 - Premier One Records
3. The Agencies shall each individually timely pay CVD said amounts due and payable by January 10th of each year in return for receiving the licenses and maintenance for the Motorola CAD software set forth above and set forth on Exhibit "A" attached hereto.
4. Notwithstanding Section 1. above, in the event that any Agency fails to make any payment due hereunder or otherwise fails to comply with any term, condition or provision of this Agreement, CVD may, at its option, immediately cancel and terminate this Agreement as to that defaulting Agency and/or pursue any other remedy available at law or in equity.
5. All notices or other communications required or permitted under this Agreement shall be in writing and either delivered personally or mailed, by certified U.S. mail, return receipt requested, or sent by a nationally recognized overnight courier, delivery and postage charges prepaid, to the addresses listed below or to such other address as either Party may designate in writing:

If to Strongsville:

City of Strongsville 16099
Foltz Parkway
Strongsville, OH 44149
Attention: Mayor Thomas Perciak and Charles Goss, Director of Public Safety
(with a copy to the Law Director at the above address)

If to Berea:

City of Berea
11 Berea Commons
Berea, OH 44017
Attention: Mayor Cyril Kleem
(with a copy to the Law Director at the above address)

If to Brook Park:

City of Brook Park
6161 Engle Road
Brook Park, OH 44142
Attention: Mayor Edward Orcutt

(with a copy to the Law Director at the above address)

If to Middleburg Heights:

City of Middleburg Heights
15700 Bagley Road
Middleburg Heights, OH 44130
Attention: Mayor Matthew Castelli
(with a copy to the Law Director at the above address)

If to North Royalton:

City of North Royalton
14600 State Road
North Royalton, OH 44133
Attention: Mayor Larry Antoskiewicz
(with a copy to the Law Director at the above address)

If to Olmsted Falls:

City of Olmsted Falls
26100 Bagley Road
Olmsted Falls, OH 44138
Attention: Mayor James Patrick Graven
(with a copy to the Law Director at the above address)

If to Olmsted Township:

Olmsted Township 26900
Cook Road
Olmsted Township, OH 44138
Attention: Brian Gillette, Fiscal Officer
(with a copy to the Law Director at the above address)

If to the CVD:

Chagrin Valley Dispatch
4470 Oakes Road
Brecksville, OH 44141
Attention: Administrator Nick DiCicco
(with a copy to the Law Director at the above address)

6. This Agreement shall be subject to and governed by the laws of the State of Ohio.
7. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter, and is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions and agreements of the Parties.

No modification or amendment of this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

8. The waiver of any Party hereto of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.
9. No Party hereto shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, but not limited to, strikes, inmate disturbances, acts of God, civil or military authority, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.
10. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
11. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
12. The undersigned representatives of each of the Parties hereby represent and warrant that he/she is the duly authorized officer or agent of such Party, that each Party has approved this Agreement by appropriate legal and/or legislative action, and that this Agreement constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the Parties.

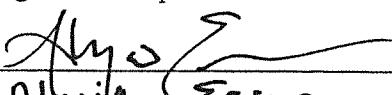
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Signed in the presence of:

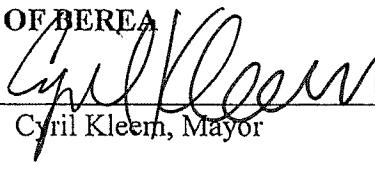
CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

Signed in the presence of:


Alycia Esson
Clerk of Council

CITY OF BEREAL

By: 
Cyril Kleem, Mayor

Signed in the presence of:

CITY OF BROOK PARK

By: _____
Edward Orcutt, Mayor

Signed in the presence of:

CITY OF MIDDLEBURG HEIGHTS

By: _____
Matthew J. Castelli, Mayor

Signed in the presence of:

CITY OF NORTH ROYALTON

By: _____
Larry Antoskiewicz, Mayor

Signed in the presence of:

CITY OF OLMSTED FALLS

By: _____
James Patrick Graven, Mayor

Signed in the presence of:

OLMSTED TOWNSHIP

By: _____
Brian Gillette, Fiscal Officer

Signed in the presence of:

**“CVD”
CHAGRIN VALLEY DISPATCH COUNCIL**

By: _____
Kirsten Holzheimer-Gail

Its: President

EXHIBIT "A"

<u>Item</u>	<u>Seats</u>	<u>License</u>	<u>Maint</u>	<u>Y1</u>	<u>Y2-Y10 Maint</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Premier One CAD with Mapping							
Berea	2	\$ 18,125.00	\$ 5,206.00	\$ 36,250.00	\$ 10,412.00	\$ 12,995.80	\$ 129,958.00
Brook Park	2	\$ 18,125.00	\$ 5,206.00	\$ 36,250.00	\$ 10,412.00	\$ 12,995.80	\$ 129,958.00
Middleburg Heights	3	\$ 18,125.00	\$ 5,206.00	\$ 54,375.00	\$ 15,618.00	\$ 19,493.70	\$ 194,937.00
North Royalton	4	\$ 18,125.00	\$ 5,206.00	\$ 72,500.00	\$ 20,824.00	\$ 25,991.60	\$ 259,916.00
Olmsted Falls	1	\$ 18,125.00	\$ 5,206.00	\$ 18,125.00	\$ 5,206.00	\$ 6,497.90	\$ 64,979.00
Olmsted Twp	1	\$ 18,125.00	\$ 5,206.00	\$ 18,125.00	\$ 5,206.00	\$ 6,497.90	\$ 64,979.00
Strongsville	5	\$ 18,125.00	\$ 5,206.00	\$ 90,625.00	\$ 26,030.00	\$ 32,489.50	\$ 324,895.00
Total	18			\$ 326,250.00	\$ 93,708.00	\$ 116,962.20	\$ 1,169,622.00
Premier One Mobile (Windows)							
Berea	15	\$ 1,043.00	\$ 362.00	\$ 15,645.00	\$ 5,430.00	\$ 6,451.50	\$ 64,515.00
Brook Park	16	\$ 1,043.00	\$ 362.00	\$ 16,688.00	\$ 5,792.00	\$ 6,881.60	\$ 68,816.00
Middleburg Heights	18	\$ 1,043.00	\$ 362.00	\$ 18,774.00	\$ 6,516.00	\$ 7,741.80	\$ 77,418.00
North Royalton	15	\$ 1,043.00	\$ 362.00	\$ 15,645.00	\$ 5,430.00	\$ 6,451.50	\$ 64,515.00
Olmsted Falls	7	\$ 1,043.00	\$ 362.00	\$ 7,301.00	\$ 2,534.00	\$ 3,010.70	\$ 30,107.00
Olmsted Twp	9	\$ 1,043.00	\$ 362.00	\$ 9,387.00	\$ 3,258.00	\$ 3,870.90	\$ 38,709.00
Strongsville	33	\$ 1,043.00	\$ 362.00	\$ 34,419.00	\$ 11,946.00	\$ 14,193.30	\$ 141,933.00
Total	113			\$ 117,859.00	\$ 40,906.00	\$ 48,601.30	\$ 486,013.00
Premier One Mobile (iOS or Android)							
Berea	5	\$ 458.00	\$ 140.00	\$ 2,290.00	\$ 700.00	\$ 859.00	\$ 8,590.00
Brook Park	6	\$ 458.00	\$ 140.00	\$ 2,748.00	\$ 840.00	\$ 1,030.80	\$ 10,308.00
Middleburg Heights	12	\$ 458.00	\$ 140.00	\$ 5,496.00	\$ 1,680.00	\$ 2,061.60	\$ 20,616.00
North Royalton	14	\$ 458.00	\$ 140.00	\$ 6,412.00	\$ 1,960.00	\$ 2,405.20	\$ 24,052.00
Olmsted Falls	6	\$ 458.00	\$ 140.00	\$ 2,748.00	\$ 840.00	\$ 1,030.80	\$ 10,308.00
Olmsted Twp	6	\$ 458.00	\$ 140.00	\$ 2,748.00	\$ 840.00	\$ 1,030.80	\$ 10,308.00
Strongsville	20	\$ 458.00	\$ 140.00	\$ 9,160.00	\$ 2,800.00	\$ 3,436.00	\$ 34,360.00
Total	69			\$ 31,602.00	\$ 9,660.00	\$ 11,854.20	\$ 118,542.00
Premier One Records							
Berea	14	\$ 938.00	\$ 269.00	\$ 13,132.00	\$ 3,766.00	\$ 4,702.60	\$ 47,026.00
Brook Park	16	\$ 938.00	\$ 269.00	\$ 15,008.00	\$ 4,304.00	\$ 5,374.40	\$ 53,744.00
Middleburg Heights	16	\$ 938.00	\$ 269.00	\$ 15,008.00	\$ 4,304.00	\$ 5,374.40	\$ 53,744.00
North Royalton	25	\$ 938.00	\$ 269.00	\$ 23,450.00	\$ 6,725.00	\$ 8,397.50	\$ 83,975.00
Olmsted Falls	11	\$ 938.00	\$ 269.00	\$ 10,318.00	\$ 2,959.00	\$ 3,694.90	\$ 36,949.00
Olmsted Twp	9	\$ 938.00	\$ 269.00	\$ 8,442.00	\$ 2,421.00	\$ 3,023.10	\$ 30,231.00
Strongsville	50	\$ 938.00	\$ 269.00	\$ 46,900.00	\$ 13,450.00	\$ 16,795.00	\$ 167,950.00
Total	141			\$ 132,258.00	\$ 37,929.00	\$ 47,361.90	\$ 473,619.00
Premier One Records Mobile							
Berea	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
Brook Park	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
Middleburg Heights	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
North Royalton	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
Olmsted Falls	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
Olmsted Twp	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
Strongsville	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
Total	0			\$ -	\$ -	\$ -	\$ -
Combined Costs Per City							
Berea					\$ 25,008.90	\$ 250,089.00	
Brook Park					\$ 26,282.60	\$ 262,826.00	
Middleburg Heights					\$ 34,671.50	\$ 346,715.00	
North Royalton					\$ 43,245.80	\$ 432,458.00	
Olmsted Falls					\$ 14,234.30	\$ 142,343.00	
Olmsted Twp					\$ 14,422.70	\$ 144,227.00	
Strongsville					\$ 66,913.80	\$ 669,138.00	
Total					\$ 224,779.60	\$ 2,247,796.00	
Grand Total				\$ 607,969.00	\$ 182,203.00	\$ 224,779.60	\$ 2,247,796.00