

**EIGHTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF BERE, OHIO**

THIS EIGHTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ____ day of _____, 2023, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as “Strongsville”, and the **CITY OF BERE, Ohio**, hereinafter designated as “Bere”.

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-178 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Bere for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Bere City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Bere entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Bere Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Bere Police Department and the Bere 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, Bere agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville’s provision of such Dispatch Services; and

WHEREAS, thereafter, on February 17, 2016, the parties entered into an *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. 2016-022; and

WHEREAS, additionally, thereafter on November 21, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two (2) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-220; and

WHEREAS, additionally, thereafter on February 13, 2018, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-009; and

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

WHEREAS, however, for the year 2020, the parties entered into a *Fourth 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. 2020-002; and

WHEREAS, for the year 2021, the parties entered into a *Fifth 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. 2020-176; and

WHEREAS, for the year 2022, the parties entered into a *Sixth 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. 2021-165;

WHEREAS, for the year 2023, the parties entered into a *Seventh Amendment to Agreement* providing for an adjustment to the provision for payment based upon eight years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2022-010;

WHEREAS, now based upon nine (9) 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: Berea, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty-Five Thousand Dollars (\$25,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Three Hundred Thousand Dollars (\$300,000.00) through December 31, 2015. For the period of operation from January 1, 2016 through February 29, 2016, Berea will pay Strongsville at the same rate of Twenty-Five Thousand Dollars (\$25,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Berea will pay Strongsville at an increased rate of Twenty-Six Thousand Dollars (\$26,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Three Hundred Ten Thousand

Dollars (\$310,000.00) for such second year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Berea will pay Strongsville at an increased rate of pay of Twenty-Seven Thousand Six Hundred Forty-One Dollars (\$27,641.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Thirty-One Thousand Seven Hundred Dollars (\$331,700.00) for such third year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Berea will pay Strongsville at an increased rate of pay of Twenty-Nine Thousand Three Hundred Dollars (\$29,300.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Fifty-One Thousand Six Hundred Dollars (\$351,600.00) for such fourth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, Berea will pay Strongsville at an increased rate of pay of Thirty-One Thousand Fifty-Eight and 00/100 Dollars (\$31,058.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Seventy-Two Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$372,696.00) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, Berea will pay Strongsville at an increased rate of pay of Thirty-Two Thousand Nine Hundred Twenty-One and 48/100 Dollars (\$32,921.48) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Ninety-Five Thousand Fifty-Seven and 76/100 Dollars (\$395,057.76) for such year of operation. For the period of operation from January 1, 2022 to December 31, 2022, Berea will pay Strongsville at an increased rate of pay of Thirty-Five Thousand Eight Hundred Eighty-Five and 00/100 Dollars (\$35,885.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Thirty Thousand Six Hundred Twenty and 00/100 Dollars (\$430,620.00) for such year of operation.” For the period of operation from January 1, 2023 to December 31, 2023, Berea will pay Strongsville at an increased rate of pay of Thirty-Eight Thousand Thirty-Seven and 50/100 Dollars (\$38,037.50) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Four Hundred Fifty and 00/100 Dollars (\$456,450.00) for such year of operation. **For the period of operation from January 1, 2024 to December 31, 2024, Berea will pay Strongsville at an increased rate of pay of Thirty-Eight Thousand Seven Hundred Eighty-Four and 58/100 Dollars (\$38,784.58) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Sixty-Five Thousand Four Hundred Fifteen and 00/100 Dollars (\$465,415.00) for such year of operation.**

* * *

2. This Eighth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2024 only as specifically set forth herein. All rights and obligations of Strongsville and Berea under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Eighth Amendment to Agreement shall be binding upon Strongsville and Berea 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 BEREA
("Berea")

By: _____
Cyril M. Kleem, 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

Andrea Morris, Finance Director, City of Berea

CERTIFICATE OF LAW DIRECTOR FOR THE CITY OF BEREA

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ____ day of _____, 2023

Barbara Jones, 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 _____, 2023.

Neal M. Jamison, Law Director