

BEREA CITY COUNCIL

City of Berea, Ohio

ORDINANCE NO. 2025-52

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

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORTH OLMSTED FOR EMERGENCY POLICE AND FIRE DISPATCHING SERVICES FOR 2026, 2027 AND 2028, AND DECLARING AN EMERGENCY.

WHEREAS, the Administration, including the Chiefs of Police and Fire, have investigated, analyzed and evaluated options and alternatives in providing emergency police and fire dispatch services; and

WHEREAS, such due diligence has been completed, and it is the unanimous recommendation of the Administration that the City of Berea enter into an Agreement with the City of North Olmsted for emergency police and fire dispatch services for the City of Berea; and

WHEREAS, the annual cost for emergency dispatch services, paid in equal quarterly installments in 2026 shall be \$455,436, with a 3% increase effective January 1, 2027, and January 1, 2028.

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

SECTION 1. That the Mayor be, and hereby is, authorized to enter into the Agreement attached hereto and fully incorporated herein as Exhibit "A" with the City of North Olmsted for emergency police and fire dispatch services for the City of Berea at the annual cost of \$455,436 in 2026, with a 3% increase effective January 1, 2027, and a subsequent 3% increase effective January 1, 2028.

SECTION 2. That the Mayor is authorized to execute any 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 it is found and determined that all formal actions of this Council concerning and relating to the passage 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 action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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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 it is necessary to immediately commence building the infrastructure necessary to support emergency dispatch services in order to be prepared to go-live by January 1, 2026. 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: *July 14, 2025*

ATTEST: *M. E.* APPROVED:
Clerk of Council

APPROVED AS TO FORM

J. West
President of Council

App. Ken 7/15/25
Mayor Date

B. S.
Director of Law

AGREEMENT BETWEEN THE CITY OF NORTH OLMSTED AND THE CITY OF BEREAL FOR
POLICE AND FIRE/EMS DISPATCH SERVICES

This Agreement is made and entered into in Cuyahoga County, State of Ohio, effective _____, 2025 between the City of North Olmsted ("North Olmsted") and The City of Berea ("Berea") for the providing of police and fire/ems dispatch services by North Olmsted for three years.

The parties to this Agreement hereby agree as follows:

1. North Olmsted agrees to provide all police and fire/ems dispatch services, through its current dispatch center, to Berea. This shall encompass dispatching all police and fire/ems calls made to the North Olmsted Dispatch Center, including but not limited to, all 911 calls and 10 digit emergency calls.
2. Control of all dispatch policies and operations shall remain with the North Olmsted Police and Fire Chiefs with input from Berea Police and Fire Chiefs.
3. All dispatchers shall be employees of North Olmsted and North Olmsted shall retain the exclusive right to employ, dismiss and discipline employees.
4. North Olmsted shall own all equipment necessary to provide dispatch services and shall maintain and upgrade the same as necessary at North Olmsted's expense.
5. North Olmsted shall be responsible for warrant entry, monthly validation and hit notifications for Berea.
6. North Olmsted shall furnish any information requested by Berea required to operate the Police and Fire Departments and comply with public records requests.
7. The term of this Agreement shall be three (3) years commencing January 1, 2026, plus a pro-rated period of 2025 when dispatch services commence. It shall be renewable for an additional one (1) year by agreement of both parties.
8. Either party may cancel this Agreement during the agreement term provided one (1) year notice, in writing, of the intent to cancel provided to the other party.
9. This Agreement may be amended in writing by agreement of both parties.
10. In the event any part or portion of this Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by any such ruling, finding or decision.
11. The dispatch center shall make reasonable attempts to be named and identified as Berea Dispatch when all dispatch calls are received by North Olmsted from the 10 digit emergency line.
12. The annual cost of the dispatch services is \$455,436.00 in 2025/2026, to be paid by Berea in quarterly installments of \$113,859.00. Because the "cut over date" when North Olmsted shall commence dispatching services for Berea has yet to be determined, the cost of service under this agreement in 2025 shall be pro-rated. The annual cost of services will increase three (3) percent each year effective January 1, 2027, January 1, 2028, January 1, 2029 and in the option year, if elected.
13. Participating communities will begin work on establishing a Dispatch Council of Governments (COG) starting in early 2026.
14. This Agreement shall not affect in any way any other agreements or contracts between North Olmsted and Berea, including but not limited to, Mutual Aid Agreements.
15. Both parties shall maintain comprehensive, general liability policies of insurance that address coverage of risks arising from the performance of public safety activities herein and both parties shall obtain a specific Certificates of Additional Insurance naming the

other party. Consequently, North Olmsted is required to be listed as an Additional Insured under Berea's insurance policy, and likewise, Berea is required to be listed as an Additional Insured under North Olmsted's insurance policy. Each party is responsible for the submission of this Agreement to its own insurance carrier and for production of the Certificate of Additional Insured as required herein to list and identify the other party. A copy of the two (2) Certificates shall be published and exchanged between the parties on an annual basis in conjunction with renewal of its comprehensive insurance coverage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date indicated by signing this Agreement or identical copies of the same.

CITY OF NORTH OLMSTED:

Mayor Nicole Dailey Jones Date

CITY OF BEREAL

Mayor Cyril Kleem Date

Approved as to legal form:

Michael R. Gareau, Jr. Date
City of North Olmsted Director of Law

Approved as to legal form:

Barbara Jones Date
City of Berea Director of Law