

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

**THIS AMENDMENT TO AGREEMENT** made at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as “Strongsville”, and the **CITY OF NORTH ROYALTON**, Ohio, hereinafter designated as “Royalton”.

**WITNESSETH:**

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton 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, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville’s provision of such Dispatch Services; and

WHEREAS, based upon the first year 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(E) of the Agreement be and is hereby amended to read in part as follows:

\* \* \*

“E. Payment for Dispatch Services: Royalton, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty Thousand Dollars (\$40,000.00) per month by the first (1<sup>st</sup>) of each month for

Dispatch Services provided in that month, for a total annual fee of Four Hundred Eighty Thousand Dollars (\$480,000.00) for the first year of operation. For the second year of operation, namely January 1, 2015 through December 31, 2015, Royalton will pay Strongsville at a reduced rate of Thirty-eight Thousand Dollars (\$38,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Dollars (\$456,000.00) for such second year of operation.”

\* \* \*

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

3. This Amendment to Agreement shall be binding upon Strongsville and Royalton 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 NORTH ROYALTON**  
**(“Royalton”)**

\_\_\_\_\_

By: \_\_\_\_\_  
Robert A. Stefanik, 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

\_\_\_\_\_  
Finance Director, City of North Royalton

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF NORTH ROYALTON**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Thomas A. Kelly, 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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
Kenneth A. Kraus, Law Director