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3
4 CITY OF CUYAHOGA FALLS, OHIO

5 ORDINANCE NO. 129 - 2021
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8 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
9 COOPERATIVE AGREEMENT WITH THE COUNTY OF SUMMIT,
10 THE CITY OF AKRON, THE CITY OF FAIRLAWN AND THE CITY
11 OF TALLMADGE WHEREBY THE COUNTY WILL ACQUIRE,
12 DESIGN, CONSTRUCT, FURNISH, MAINTAIN AND FINANCE A
13 JOINT PSAP BUILDING AND AUTHORIZING THE MAYOR TO
14 ENTER INTO THOSE AGREEMENTS DEFINED IN THE
15 COOPERATIVE AGREEMENT, INCLUDING BUT NOT LIMITED
16 TO, AN INTERGOVERNMENTAL AGREEMENT FOR THE
17 ESTABLISHMENT OF A COUNCIL OF GOVERNMENTS WITH THE
18 COUNTY OF SUMMIT, THE CITY OF FAIRLAWN AND THE CITY
19 OF TALLMADGE, FOR THE PURPOSE OF OPERATING A
20 CONSOLIDATED PRIMARY PSAP, AND A GUARANTY
21 AGREEMENT, LEASE AGREEMENT, AND A JOINT USE
22 AGREEMENT FOR THE USE AND OPERATION OF THE JOINT
23 PSAP BUILDING LOCATED IN THE CITY OF TALLMADGE, AND
24 FURTHER AUTHORIZING THE MAYOR TO EXECUTE
25 DOCUMENTS WITH THE CITY OF STOW ALSO BEING A
26 MEMBER OF THE COUNCIL OF GOVERNMENTS, WITH ANY
27 APPROPRIATE MODIFICATIONS AND REVISIONS TO THE
28 AGREEMENTS NECESSITATED BY THE CITY OF STOW'S
29 INCLUSION AS A PARTY TO THE SAME, AND DECLARING AN
30 EMERGENCY.
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33 WHEREAS, the County of Summit, City of Akron, City of Cuyahoga Falls and City of Fairlawn
34 each operate separate primary Public Safety Answering Points ("PSAPs") through which they
35 dispatch emergency calls to public safety forces, both within their communities and for other
36 political subdivisions for which they have contracts to provide dispatch services (the "Contracted
37 Dispatch Communities"); and
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39 WHEREAS, the County of Summit, City of Cuyahoga Falls and City of Fairlawn desire to
40 consolidate the operations of their separate PSAPs into a consolidated PSAP serving those
41 communities and the Contracted Dispatch Communities; and
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43 WHEREAS, the City of Tallmadge currently receives contracted PSAP services through the City
44 of Stow, but desires to terminate its agreement with the City of Stow and to receive services instead
45 through the consolidated PSAP; and
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47 WHEREAS, to effectuate the consolidation of operations of their separate PSAPs, the County
48 of Summit, City of Cuyahoga Falls, City of Fairlawn, together with the City of Tallmadge, desire to
49 form and become members of the Summit Area Regional Council of Governments ("COG"), that
50 shall be responsible for the ongoing operation, staffing, funding and governance of a consolidated
51 primary PSAP ("COG PSAP"); and
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53 WHEREAS, the County of Summit is the owner of certain real estate located at 630 North
54 Avenue, Tallmadge, Ohio 44278, identified in the Summit County Records as Parcel No. 6010570
55 ("Joint PSAP Site"), which consists of 6.143 acres of real property and improvements, including
56 parking facilities, outbuildings and a 35,769 square foot single-story building ("Joint PSAP
57 Building"); and
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59 WHEREAS, the County of Summit, City of Cuyahoga Falls, City of Fairlawn and City of
60 Tallmadge desire that the COG operate the COG PSAP at the Joint PSAP Site and within the Joint
61 PSAP Building; and

62 WHEREAS, the City of Akron further desires to relocate and operate its separate PSAP ("Akron
63 PSAP") at the Joint PSAP Site and within the Joint PSAP Building; and
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65 WHEREAS, the County further desires to utilize a portion of the Joint PSAP Building for the
66 operation of the Summit County Regional 800 MHz Regional Radio System ("SCA8RRS"); and
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68 WHEREAS, to effectuate these transactions, the County of Summit, City of Akron, City of
69 Cuyahoga Falls, City of Fairlawn and City of Tallmadge ("Cooperative Parties") desire to enter into
70 a Cooperative Agreement ("Cooperative Agreement") to provide for the following:
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- 72 i. With the exception of the City of Akron, the Cooperative Parties shall enter into an
73 Intergovernmental Agreement ("Intergovernmental Agreement") and take all other steps,
74 including the adoption of bylaws, necessary to establish and organize the COG; and
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- 76 ii. The County shall undertake (a) improvements to the Joint PSAP Site, including parking lot
77 improvements and security fencing and other security improvements, (b) renovations and
78 improvements of the Joint PSAP Building, and (c) acquisition and installation of furniture,
79 fixtures and equipment in the Joint PSAP Building, and the installation of a radio tower
80 upon the Joint PSAP Site, all for the support of the COG PSAP, the City of Akron PSAP,
81 and the SCA8RRS (collectively, the "Joint PSAP Project"); and
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- 83 iii. The parties shall allocate amongst the COG, City of Akron and the County of Summit the
84 proportionate share for each entity of the costs borne by the County to undertake the Joint
85 PSAP Project based on the amount of space within the Joint PSAP Building to be used by
86 each entity; and
87
 - 88 a. The County of Summit and the COG shall enter into a lease agreement for the lease of
89 space for the COG PSAP in the Joint PSAP Building, and the recovery from the COG of
90 a proportionate share of the County's costs in undertaking the Joint PSAP Project
91 ("COG Lease"); and
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 - 93 b. The County of Summit and City of Akron shall enter into a lease agreement for the
94 lease of space for the Akron PSAP in the Joint PSAP Building, and the recovery from
95 Akron of a proportionate share of the County's costs in undertaking the Joint PSAP
96 Project ("Akron Lease"); and
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- 98 iv. Ongoing, the County shall provide certain services pertaining to the Joint PSAP Site and
99 Joint PSAP Building such as repair, maintenance, custodial and snow plowing services,
100 lawn care and landscaping, the costs of which shall be recovered as set forth in the COG
101 Lease and Akron Lease; and
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- 103 v. The County, COG and City of Akron shall enter into a Joint Use Agreement, which shall
104 accompany the aforementioned leases, and which shall govern the shared use of the Joint
105 PSAP Site and Joint PSAP Building; and
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- 107 vi. The City of Cuyahoga Falls, City of Fairlawn and City of Tallmadge shall each enter into an
108 agreement with the County of Summit, whereby each guarantees payment by the COG of
109 a proportionate share of the base rent, additional rent, and any other costs owed by the
110 COG to the County of Summit pursuant to the COG Lease ("COG Members Guaranty
111 Agreement"); and
112
- 113 vii. The Akron Lease shall contain provisions whereby the City of Akron guarantees repayment
114 of a proportionate share of base rent, additional rent and any other costs owed by the City
115 of Akron to the County pursuant to the Akron Lease; and
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- 117 viii. The County and the COG shall enter into an IT and GIS Services Agreement whereby the
118 County shall provide information technology and geographic information services to the
119 COG for the operation of the COG PSAP; and

120 ix. Such other agreements as set forth and agreed to by the Cooperative Parties in the
121 Cooperative Agreement; and
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123 WHEREAS, the City of Stow, through its Council, may elect to also participate in the COG and
124 to become a party to the Cooperative Agreement, COG Intergovernmental Agreement, COG Lease
125 Agreement, Joint Use Agreement, and a COG Members Guaranty Agreement, and, in such event,
126 the Mayor has requested authorization to enter into the agreements set forth herein with any
127 appropriate modifications and revisions necessitated by the City of Stow's participation in the COG
128 and inclusion as a party in the agreements; and
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130 WHEREAS, after reviewing all pertinent information, this Council finds and determines that it
131 is necessary and in the best interest of the City of Cuyahoga Falls to authorize the Mayor to execute
132 the Cooperative Agreement to authorize the creation of the COG, and to authorize the Mayor to
133 execute the agreements set forth in the Cooperative Agreement, including, but not limited to the
134 COG Intergovernmental Agreement, COG Lease, Joint Use Agreement, and COG Members
135 Guaranty Agreement.
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137 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of
138 Summit, and State of Ohio, that:
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140 Section 1. The Mayor is hereby authorized to enter into a Cooperative Agreement, with such
141 modifications and revisions as shall be in furtherance of the purposes set forth in the Cooperative
142 Agreement and not substantially adverse to the City, all of which shall be conclusively evidenced
143 by the execution thereof by the Mayor.
144

145 Section 2. The Mayor is hereby further authorized to execute all other documents and
146 agreements set forth in the Cooperative Agreement, including, but not limited to, the COG
147 Intergovernmental Agreement, COG Lease Agreement, Joint Use Agreement, and COG Members
148 Guaranty Agreement, all with such modifications and revisions as shall be in furtherance of the
149 purposes set forth in the Cooperative Agreement and those agreements and not substantially
150 adverse to the City, all of which shall be conclusively evidenced by the execution thereof by the
151 Mayor.
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153 Section 3. Consistent with the Cooperative Agreement and COG Intergovernmental Agreement,
154 this Council hereby authorizes the creation of the Summit Area Regional Council of Governments,
155 pursuant to Chapter 167 of the Ohio Revised Code, and further authorizes the Mayor to execute
156 the Intergovernmental Agreement and take all actions necessary to organize the COG.
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158 Section 4. In the event the City of Stow, through its Council, elects to participate in the COG
159 and become a party to the Cooperative Agreement, COG Intergovernmental Agreement, COG
160 Members Guaranty Agreement, COG Lease Agreement, and Joint Use Agreement, the Mayor is
161 hereby further authorized to execute such agreements with the City of Stow as a party thereto and
162 to make any appropriate modifications and revisions necessitated by the City of Stow's participation
163 in the COG and inclusion as a party in the aforementioned agreements as shall be in furtherance
164 of the purposes set forth in such agreements and, all of which shall be conclusively evidenced by
165 the execution thereof by the Mayor.
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167 Section 5. The Mayor, Director of Law, Director of Public Service, Director of Finance and any
168 other necessary City officials are hereby authorized to provide such information and to execute
169 such other documents and do all other actions as are necessary for and incidental to carrying out
170 the requirements of this ordinance and the terms of the Agreements.
171

172 Section 6. Any ordinances or resolutions or portions of ordinances and resolutions inconsistent
173 herewith are hereby repealed, but any ordinances and resolutions not inconsistent herewith and
174 which have not previously been repealed are hereby ratified and confirmed.
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176 Section 7. It is found and determined that all formal actions of this Council concerning and
177 relating to the passage of this ordinance were taken in an open meeting of this Council and that all
178 deliberations of this Council and of any committees that resulted in those formal actions were in
179 meetings open to the public, in compliance with all legal requirements including Chapter 107 of
180 the Codified Ordinances.

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Section 8. This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga Falls and the inhabitants thereof, and provided it receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

Passed: 12-29-2021



President of Council



Clerk of Council

Approved: 12-29-2021



Mayor