

1 RESOLUTION NO. 2021-353

2  
3 SPONSOR Executive Shapiro

4  
5 DATE December 6, 2021

COMMITTEE Public Safety

6  
7 **An amended Resolution authorizing the County Executive to execute a Cooperative Agreement**  
8 **with the City of Akron, the City of Cuyahoga Falls, the City of Fairlawn, ~~the City of Stow,~~ and**  
9 **the City of Tallmadge whereby the County will acquire, design, construct, furnish, maintain**  
10 **and finance a Joint PSAP Building, and authorizing the Executive to execute those Agreements**  
11 **defined in the Cooperative Agreement, including but not limited to, an Intergovernmental**  
12 **Agreement for the establishment of a Council of Governments with the City of Cuyahoga Falls,**  
13 **the City of Fairlawn, ~~the City of Stow,~~ and the City of Tallmadge, for the purpose of operating**  
14 **a consolidated primary PSAP, and Guarantee Agreements, Lease Agreements, and a Joint Use**  
15 **Agreement for the use and operation of the Joint PSAP Building located in the City of**  
16 **Tallmadge, and further authorizing the County Executive to execute the aforementioned**  
17 **documents with the City of Stow also being a member of the aforementioned Council of**  
18 **Governments, with any appropriate modifications and revisions to the aforementioned**  
19 **agreements necessitated by the City of Stow's inclusion as a party to the same, Council District**  
20 **6, for the Executive's Department of Law and Risk Management – Division of Public Safety**  
21 **and declaring an emergency.**

22  
23 WHEREAS, the County and the City of Akron, City of Cuyahoga Falls, and City of Fairlawn;  
24 City of Stow and City of Tallmadge each operate separate primary Public Safety Answering Points  
25 (“PSAPs”) through which they dispatch emergency calls to public safety forces, both within their  
26 communities and for other political subdivisions for which they have contracts to provide dispatch  
27 services, including the City of Tallmadge (the “Contracted Dispatch Communities”); and

28 WHEREAS, the County, City Cuyahoga Falls, and City Fairlawn and City of Stow desire to  
29 consolidate the operations of their separate PSAPs into a consolidated PSAP serving those  
30 communities and the Contracted Dispatch Communities; and

31 WHEREAS, the City of Tallmadge currently receives contracted PSAP services through the  
32 City of Stow, Ohio, but desires to terminate its agreement with the City of Stow and to receive  
33 services instead through the consolidated PSAP; and

34 WHEREAS, to effectuate the consolidation of the operations of their separate PSAPs, the  
35 County, City of Cuyahoga Falls, and City of Fairlawn and City Stow, together with the City of  
36 Tallmadge, desire to form and become members of the Summit Area Regional Council of  
37 Governments (the “COG”), that shall be responsible for the ongoing operation, staffing, funding and  
38 governance of a consolidated primary PSAP (the “COG PSAP”); and

39 WHEREAS, the County is the owner of certain real estate located at 630 North Avenue,  
40 Tallmadge, Ohio 44278, identified in the Summit County Records as Parcel No. 6010570 (“Joint  
41 PSAP Site”), which consists of 6.143 acres of real property and improvements, including parking  
42 facilities, outbuildings and a 35,769 square foot single-story building (“Joint PSAP Building”); and

43 WHEREAS, the County, City of Cuyahoga Falls, City of Fairlawn, City of Stow and City of  
44 Tallmadge desire that the COG operate the COG PSAP at the Joint PSAP Site and within the Joint  
45 PSAP Building; and

4 WHEREAS, the City of Akron further desires to relocate and operate its separate PSAP  
5 (“Akron PSAP”) at the Joint PSAP Site and within the Joint PSAP Building; and

6 WHEREAS, the County further desires to utilize a portion of the Joint PSAP Building for the  
7 operation of the Summit County Regional 800 MHz Regional Radio System (the “SCA8RRS”) and

8 WHEREAS, to effectuate the aforementioned transactions, the County, City of Akron, City  
9 of Cuyahoga Fall, City of Fairlawn, ~~City of Stow~~ and City of Tallmadge (the “Cooperative Parties”)   
10 desire to enter into a Cooperative Agreement (“Cooperative Agreement”) to provide for the  
11 following:

12 i. With the exception of the City of Akron, the Cooperative Parties shall enter  
13 into an Intergovernmental Agreement (“Intergovernmental Agreement”) and take all other  
14 steps, including the adoption of bylaws, necessary to establish and organize the COG; and

15 ii. The County shall undertake (a) improvements to the Joint PSAP Site,  
16 including parking lot improvements and security fencing and other security improvements,  
17 (b) renovations and improvements of the Joint PSAP Building, and (c) acquisition and  
18 installation of furniture, fixtures and equipment in the Joint PSAP Building, and the  
19 installation of a radio tower upon the Joint PSAP Site, all for the support of the COG PSAP,  
20 the City of Akron PSAP, and the SCA8RRS (collectively, the “Joint PSAP Project”); and

21 iii. The parties shall allocate amongst the COG, City of Akron and the County the  
22 proportionate share for each entity of the costs borne by the County to undertake the Joint  
23 PSAP Project based on the amount of space within the Joint PSAP Building to be used by  
24 each entity; and

25 a. The County and the COG shall enter into a lease agreement for the  
26 lease of space for the COG PSAP in the Joint PSAP Building, and the recovery from  
27 the COG of a proportionate share of the County’s costs in undertaking the Joint  
28 PSAP Project (“COG Lease”); and

29 b. The County and City of Akron shall enter into a lease agreement for  
30 the lease of space for the Akron PSAP in the Joint PSAP Building, and the recovery  
31 from Akron of a proportionate share of the County’s costs in undertaking the Joint  
32 PSAP Project (“Akron Lease”); and

33 iv. Ongoing, the County shall provide certain services pertaining to the Joint  
34 PSAP Site and Joint PSAP Building such as repair, maintenance, custodial and snow  
35 plowing services, lawn care and landscaping, the costs of which shall be recovered as set  
36 forth in the COG Lease and Akron Lease; and

37 v. The County, COG and City of Akron shall enter into a Joint Use Agreement,  
38 which shall accompany the aforementioned leases, and which shall govern the shared use of  
39 the Joint PSAP Site and Joint PSAP Building; and  
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3 PAGE THREE

4 vi. The City of Cuyahoga Falls, City of Fairlawn, ~~City of Stow~~ and City of  
5 Tallmadge shall each enter into an agreement with the County whereby each guarantees  
6 payment by the COG of a proportionate share of the base rent, additional rent, and any other  
7 costs owed by the COG to the County pursuant to the COG Lease (the "COG Members  
8 Guaranty Agreement"); and

9 vii. The Akron Lease shall contain provisions whereby the City of Akron  
10 guarantees repayment of a proportionate share of the base rent, additional rent and any other  
11 costs owed by the City of Akron to the County pursuant to the Akron Lease; and

12 viii. The County and the COG shall enter into an IT and GIS Services Agreement  
13 whereby the County shall provide information technology and geographic information  
14 services to the COG for the operation of the COG PSAP.

15 ix. Such other agreements as set forth and agreed to by the Cooperative Parties in  
16 the Cooperative Agreement; and

17  
18 WHEREAS, it is expected that the cost of said project will be paid and/or reimbursed through  
19 the issuance of general obligation bonds by the County, at a future date, with a portion of the debt  
20 service to be repaid from the base rent component of the COG Lease and Akron Lease; and

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22 WHEREAS, the City of Stow, through its Council, may elect to also participate in the COG  
23 and to become a party to the Cooperative Agreement, COG Intergovernmental Agreement, and a  
24 COG Members Guaranty Agreement, and, in such event, the County Executive has requested  
25 authorization to enter into the agreements set forth herein with any appropriate modifications and  
26 revisions necessitated by the City of Stow's participation in the COG and inclusion as a party in the  
27 aforementioned agreements.

28  
29 WHEREAS, this Council finds and determines, after reviewing all pertinent information, that  
30 it is necessary and in the best interest of the County of Summit to authorize the County Executive to  
31 execute the Cooperative Agreement, to authorize the creation of the COG, and to authorize the  
32 County executive to execute the agreements set forth in the Cooperative Agreement, including, but  
33 not limited to the COG Intergovernmental Agreement, COG Lease, Akron Lease, Joint Use  
34 Agreement and COG Members Guaranty Agreements.

35  
36 NOW, THEREFORE, BE IT BE IT RESOLVED, by the Council of the County of Summit,  
37 State of Ohio, that:

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39 SECTION 1

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41 The County Executive is hereby authorized to execute the Cooperative Agreement, as set  
42 forth above, and as set forth in Exhibit A, attached hereto and incorporated herein by reference, with  
43 such modifications and revisions as shall be in furtherance of the purposes set forth in the  
44 Cooperative Agreement and not substantially adverse to the County, all of which shall be  
45 conclusively evidenced by the execution thereof by the County Executive.  
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3  
4 SECTION 2

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6 The County Executive is hereby further authorized to execute all other documents and  
7 agreements set forth in the Cooperative Agreement, including, but not limited to, the COG  
8 Intergovernmental Agreement, COG Lease, Akron Lease, Joint Use Agreement and COG Members  
9 Guaranty Agreements, all with such modifications and revisions as shall be in furtherance of the  
10 purposes set forth in the Cooperative Agreement and those agreements and not substantially adverse  
11 to the County, all of which shall be conclusively evidenced by the execution thereof by the County  
12 Executive.

13  
14 SECTION 3

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16 In the event the City of Stow, through its Council, elects to participate in the COG and  
17 become a party to the Cooperative Agreement, COG Intergovernmental Agreement and COG  
18 Members Guaranty Agreement, the County Executive is hereby further authorized to execute such  
19 agreements with the City of Stow as a party thereto and to make any appropriate modifications and  
20 revisions necessitated by the City of Stow's participation in the COG and inclusion as a party in the  
21 aforementioned agreements as shall be in furtherance of the purposes set forth in such agreements  
22 and, all of which shall be conclusively evidenced by the execution thereof by the County Executive.

23  
24 SECTION 34

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26 Consistent with the Cooperative Agreement and the COG Intergovernmental Agreement, this  
27 Council hereby authorizes the creation of the Summit Area Regional Council of Governments,  
28 pursuant to Chapter 167 of the Ohio Revised Code, and further authorizes the County Executive to  
29 execute the Intergovernmental Agreement and to take all actions necessary to organize the COG.

30  
31 SECTION 45

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33 This Council hereby makes the following declaration of official intent under United States  
34 Treasury Regulations for purposes of Sections 103 and 141 to 150 of the Internal Revenue code of  
35 1986 (the "Internal Revenue Code"): This Council declares, on behalf of the County, that it  
36 reasonably expects the expenditures related to the aforementioned Cooperative Agreement,  
37 including, but not limited to the undertaking of the Joint PSAP Project, will be reimbursed with the  
38 proceeds of bonds (as defined in Section 150 of the Internal Revenue Code). The maximum  
39 principal amount of bonds expected to be issued for the purpose described in this Section 4 is not to  
40 exceed \$20,000,000.00.

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42 SECTION 56

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44 This Resolution is hereby declared an emergency in the interest of the health, safety and  
45 welfare of the citizens of the County of Summit, and for the further reason to immediately authorize  
46 the County Executive to execute the Cooperative Agreement and all other agreements set forth  
47 above, and to further take the actions necessary to organize the COG, so that the Joint PSAP Project  
48 may proceed in a timely and efficient manner.

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4 SECTION 67

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6 Provided this Resolution receives the affirmative vote of eight members, it shall take effect  
7 immediately upon its adoption and approval by the Executive; otherwise it shall take effect and be in  
8 force at the earliest time provided by law.

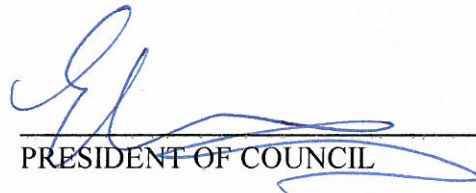
9  
10 SECTION 78

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12 It is found and determined that all formal actions of this Council concerning and relating to  
13 the adoption of this Resolution were adopted in an open meeting of this Council, and that all  
14 deliberations of this Council and any of its committees that resulted in such formal action were in  
15 meetings open to the public, in compliance with legal requirements, including Section 121.22 of the  
16 Ohio Revised Code.


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19 INTRODUCED November 8, 2021

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21 ADOPTED December 6, 2021

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26 CLERK OF COUNCIL

  
PRESIDENT OF COUNCIL

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29 APPROVED December 7, 2021

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31   
32 EXECUTIVE

December 7, 2021  
ENACTED EFFECTIVE

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34  
Voice Vote - YES: 10-0: Darrow, DeVitis, Dickinson, Donofrio,  
Feeman, Rodgers, Schmidt, Sims, Walters, Wilhite

ABSENT: McKenney