

RESOLUTION NO. 28-2012

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A POLICE SERVICES AGREEMENT WITH RICHFIELD TOWNSHIP FOR A TERM BEGINNING JANUARY 1, 2012 AND EXTENDING UNTIL AND INCLUDING DECEMBER 31, 2014 AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Police Services Agreement with Richfield Township, for a term beginning January 1, 2012 and extending until and including December 31, 2014, substantially in accordance with the Agreement attached hereto as Exhibit "A" and incorporated fully herein as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to provide necessary police services for the residents of Richfield Township commencing January 1, 2012; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 4/17/12

Mark Wheeler
President of Council

Debra Deshara
Mayor

Dated: 4-17-12

ATTEST:

Carolyn E. Sullivan
Clerk of Council

**2012-2014 POLICE SERVICES AGREEMENT BETWEEN
THE VILLAGE OF RICHFIELD, OHIO AND THE TOWNSHIP OF RICHFIELD,
OHIO**

This Agreement for the provision of police services is made this ____ day of _____, 2012, by and between the Village of Richfield, Summit County, Ohio, hereinafter referred to as the "Village", and the Township of Richfield, Summit County, Ohio, hereinafter referred to as the "Township".

WHEREAS, the Township is desirous of acquiring police services for the residents, businesses and property located in the territorial boundaries of the Township, Summit County, Ohio; and

WHEREAS, the Village has an established, professional police and dispatch department and all necessary equipment and vehicles to provide said police protection to the Township; and

WHEREAS, Revised Code Sections 505.43 authorizes the Township and the Village to contract for police protection to the Township.

NOW, THEREFORE, for the good and valuable consideration including the promises set forth below and for other good and valuable consideration, the receipt and sufficiency of such is hereby acknowledged, it is hereby agreed between the Village and the Township as follows:

1. Purpose: The purpose of this Agreement is to set forth the terms upon which the Village agrees to provide the Township with first class professional police services that protect the safety of the residents, businesses, visitors, and property located in territorial boundaries of the Township.

2. Administration of Police Services: The Village agrees to provide first class professional, complete, and comprehensive police protection and related services to the Township by keeping the peace, protecting the property, residents, businesses and visitors of the Township, and performing all other necessary police functions in said Township. The Village shall provide police services to the Township, including, but not limited to, the following police and other services:

A. Twenty-four (24) hour patrol services with a consistent presence in the Township in fully equipped and maintained police cruisers, recognizing the limitations caused by the need to arrest and transport prisoners, provide backup for other officers,

make court appearance, and attend to other operational and administrative police matters.

B. Twenty-four (24) hour dispatch services will be provided by adequately trained professionals. The police, fire, and dispatch services shall also aid the Township during all seasons, including but not limited to the winter on-call season, by promptly notifying the Township offices, the Township Trustees and/or the Township Road crew (as the circumstances dictate) of road conditions and other safety conditions that may need to be addressed by the Trustees or the Township Road crew. The Township will keep the Village Police Chief informed of the written call-out standards and protocols for the Township's Road crew.

C. Enforcement of all Township resolutions that are intended to be enforced by police officers.

D. Criminal investigations, including follow-up on reported crimes and routine notification as to the status of the investigation.

E. Police Chief to attend Township meeting one time a month and will provide accurate and detailed reports of police services and activities within the Township on a monthly basis or as otherwise requested by the Township, including but not limited to reports relating to the number of tickets issued in the Township, the number and types of citations, infractions, crimes, and other police investigations or enforcement actions conducted in the Township.

F. Response to medical emergencies where appropriate.

G. Provide animal control services as the Village has done in the past as a supplement to and in coordination with the animal control services provided to the Township by Summit County.

H. Special event traffic patrol services, subject to the advance approval of the Mayor and the Chief of Police.

I. Review and comment upon proposed resolutions affecting police services or enforcement.

J. Advise the Township Trustees of any budgetary and personnel issues that have occurred or may occur that could impact, both positively and negatively, the provision of police services to the Township.

K. Background investigations upon request or where appropriate or required by law.

3. Cost of Services: In consideration of the foregoing services to be provided by the Village, the Township agrees to pay the Village the following sums:

- A. For 2012, \$547,490.00;
- B. For 2013, \$565,557.00; and
- C. For 2014, \$584,220.00.

Payment will be made in equal semi-annual installments on or before April 1st and October 1st of each year.

4. Personnel and Insurance: The Village shall insure that its police officers, dispatchers, and other employees involved with the services described in this Agreement are fully and adequately trained in police and dispatch procedures, and that all such employees are informed of the Village's obligations in this Agreement. The Village agrees to have the Township named as an additional insured under the existing police professional liability insurance policies. If there is an additional cost for the Township to be named as an additional insured, the Village shall provide the Township with notice of such cost at which time the Township may elect to decline to be named as an additional insured, or accept such charge and the Township shall reimburse the Village for any additional fee charged by the insurance carrier resulting from the Township being named as an additional insured.

5. Hold Harmless: The Township agrees to hold the members of the Village performing services in conjunction with this Agreement individually harmless for any and all liability that may arise from performing their duties or in failing to do so.

6. Term: This Agreement will be for three (3) years, commencing on January 1, 2012 and terminating on December 31, 2014 at midnight. The Township and the Village will make a good faith effort to enter into a new service agreement prior to the end of the initial term of this Agreement, but should the new agreement not be executed by the end of this term, the services shall continue to be provided by the Village on a month to month basis. The Township shall pay for the month to month services by making payments to the Village at the end of each month. The Village or the Township may only terminate the agreement upon providing the other party with ninety (90) days notice prior to said termination. The Village shall have the right to increase the rate for the month to month services by providing sixty (60) days notice to the Township. Such increase shall be in an amount not to exceed a four percent (4%) annual increase over the previous year contract amount.

7. Miscellaneous Provisions: This Agreement is the entire agreement of the parties regarding the matters addressed herein and supersedes any prior understanding or agreement related thereto. This Agreement may only be amended, modified, or rescinded by the prior written consent of all parties. This Agreement will be governed by and construed, interpreted and enforced in accordance with the laws of Ohio without regard to conflicts of laws, and any action will be brought in Summit County, Ohio. The failure of any party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement will not (a) impair any such right or remedy, (b) be construed to be a waiver or relinquishment of that right or remedy, nor (c) affect the enforceability of that provision or of the remainder of this Agreement. Every right and remedy given by this Agreement to the parties may be exercised from time to time and as often as may be deemed expedient by the parties. The invalidity or unenforceability of any term or provision of this Agreement will not affect the validity or enforceability of any other term or provision.

ACCEPTED BY:

Date: _____

Laurie Peters Gilmore, Township Trustee

Janet Jankura, Township Trustee

David R. Wyatt, Township Trustee

Date: _____

**Bobbie Beshara, Mayor,
 Village of Richfield**

**Sandy Turk, Finance Director
 Village of Richfield**