

RESOLUTION NO. 29-2010

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 THE YEAR 2010 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 the year 2010, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully 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, 2010; 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: 6-15-10

*John J. Cottrell*  
President of Council

*Michael J. Hayes*  
Mayor

Dated: 6/15/10

ATTEST:

*Candice E. Sullivan*  
Clerk of Council

**POLICE SERVICES AGREEMENT**  
**RICHFIELD VILLAGE AND RICHFIELD TOWNSHIP**

This Agreement for the provision of police services is made this \_\_\_\_ day of \_\_\_\_\_, 2010, 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 protection and services for the residents, businesses and property located in the territorial boundaries of the Township, Summit County, Ohio; and

**WHEREAS**, the Village has adequate police personnel, including dispatch and equipment to provide said police protection to the Township; and

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

**NOW, THEREFORE**, for 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 Contract.** 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 proportional to the services provided in the Village, 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, proportional to the coverage provided in the Village, 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. The Village shall install and maintain in the police cruisers global positioning devices or other similar devices that allow the location of police officers to be identified and tracked (“GPS systems”), with the cost of such GPS systems to be shared equally between the Village and Township. The installation of the GPS systems shall be complete and operational within 45 days from the effective date of this Agreement. The cost of such GPS systems must be reasonable and approved by the Township. The Village shall provide the Township Administrator and/or the Township Trustees with access to the historical information tracked by the GPS systems within four (4) hours after the end of each regular shift.

C. Twenty-four (24) hour dispatch services will be provided by adequately trained professionals. The police 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.

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

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

F. Police Chief to attend Township Meeting one time a month and will provide accurate and detailed reports on 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.

G. Response to medical emergencies where appropriate.

H. 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.

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

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

K. 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.

L. 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 sum of \$ 499,653.00 annually, payable in equal quarterly installments of \$ 124,913.25. Payment will be made at the end of each quarter.

4. **Personnel:** 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.

5. **Term:** This Agreement will be for one (1) year, commencing on January 1, 2010 and terminating on December 31, 2010 at midnight. The Township and the Village will make a good faith effort to enter into a new police 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 agreement, the services shall continue to be provided by the Village on a month-to-month basis and the Village may only terminate such services upon providing the Township with 90 days notice prior to said termination. In no event shall the month-to-month service period extend for more than three months, at which time the Village shall have the right to increase the rate for the services proportionate to any increase in the proposed annual police budget for that year. The Village shall also have the right to implement increases in succeeding years upon the anniversary of the end of this contract, in the absence of a negotiated agreement, each such increase not to exceed the most recent annual increase in the consumer price index. During such month-to-month service period, the Township shall be responsible to compensate the Village for such services at the same rate set forth in Section 3 above, prorated for the actual time in which services had been provided, and at any increased rate implemented by the Village pursuant to the preceding sentence. The Township

may terminate its obligation to pay for ongoing police and dispatch services only by providing 90 days written notice prior to said termination.

6. **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 or modified 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**Richfield Township, Ohio**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Richfield Village, Ohio**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

I hereby certify that at the time this Agreement was executed, sufficient funds were appropriated for the purpose of such contract and in the treasury or in the process of collection to the credit of the appropriation fund free of any previous encumbrances.

\_\_\_\_\_  
Fiscal Officer  
Township of Richfield

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Township Legal Counsel

By: \_\_\_\_\_  
Village Law Director