

RESOLUTION NO. 45-2009

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO ADDENDUM NO. 4 TO THE POLICE SERVICES AGREEMENT BETWEEN THE VILLAGE OF RICHFIELD AND RICHFIELD TOWNSHIP BEGINNING WITH THE TERM JANUARY 1, 2009 AND INCLUDING DECEMBER 31, 2011 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 Addendum No. 4 to the Police Services Agreement between the Village of Richfield and Richfield Township beginning with the term January 1, 2009 and including December 31, 2011, a copy of which Addendum No. 4 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 provide necessary safety services for the residents of Richfield and Richfield Township at the earliest possible time; 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: 9/15/09

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

Dated: 9/15/09

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

**ADDENDUM NO. 4 TO THE**  
**POLICE SERVICES AGREEMENT**  
**RICHFIELD VILLAGE AND RICHFIELD TOWNSHIP**

THIS ADDENDUM NO. 4 made this \_\_\_\_ day of \_\_\_\_\_, 2009, 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, Richfield Village and Richfield Township entered into a Police Services Agreement for three years commencing October 1, 2001 and ending September 30, 2004; and

WHEREAS, Richfield Village and Richfield Township extended that Agreement through the 2005 calendar year at an annual rate of Four Hundred Twenty Thousand Dollars (\$420,000.00), ending on December 31, 2005, and through the 2006 calendar year at an annual rate of Four Hundred Forty Thousand Dollars (\$440,000.00), ending on December 31, 2006, and through the 2007 calendar year at an annual rate of Four Hundred Sixty-two Thousand Dollars (\$462,000.00) ending on December 31, 2007, and through the 2008 calendar year at an annual rate of Four Hundred Eighty-five Thousand One Hundred Dollars (\$485,100.00) ending on December 31, 2008; and

WHEREAS, the parties through this Addendum No. 4 wish to extend the Agreement for three years at the rate of compensation of Four Hundred Ninety-Nine Thousand Six Hundred Fifty-Three Four Dollars (\$499,653.00) in 2009 payable in equal quarterly installments of One Hundred Twenty Four Thousand Nine Hundred Thirteen Dollars (\$124,913.00); Five Hundred Fourteen Thousand Six Hundred Forty-Three Dollars (\$514,643.00) in 2010 payable in equal quarterly installments of One Hundred Twenty Eight Thousand Six Hundred Sixty-One Dollars (\$128,661.00); and Five Hundred Thirty Thousand Eighty-Two Dollars (\$530,082.00) in 2011 payable in equal quarterly installments of One Hundred Thirty-Two Thousand Five Hundred Twenty-One Dollars (\$132,521.00).

NOW, THEREFORE, it is hereby agreed between the Village and the Township as follows:

SECTION 1. The Police Services Agreement shall be extended for the period of three (3) years commencing January 1, 2009 and ending December 31, 2011 at the rate of compensation of Four Hundred Ninety-Nine Thousand Six Hundred Fifty-Three Four Dollars (\$499,653.00) in 2009 payable in equal quarterly installments of One Hundred Twenty Four Thousand Nine Hundred Thirteen Dollars (\$124,913.00); Five Hundred Fourteen Thousand Six Hundred Forty-Three Dollars (\$514,643.00) in 2010 payable in equal quarterly installments of One Hundred Twenty Eight Thousand Six Hundred Sixty-One Dollars (\$128,661.00); and Five Hundred Thirty Thousand Eighty-Two Dollars (\$530,082.00) in 2011 payable in equal quarterly installments of One Hundred Thirty-Two Thousand Five Hundred Twenty-One Dollars (\$132,521.00).

SECTION 2. Reporting: At the beginning of each month a written report will be sent to the Township detailing the previous month's calls as follows:

1. Motor Vehicle Accidents
2. Alarms and Alarm Drops
3. Traffic Stops/Offenses, i.e., DUI, speeding, reckless operation and failure to control citations given
4. Theft
5. Burglary
6. General Complaints
7. Fraud
8. Miscellaneous Criminal Offenses
9. Domestic
10. Lockouts

SECTION 3. The Village will work with the Township to investigate the cost, capability and benefits of installing GPS units in each police car to assist in providing accountability for the physical presence of the police in the township. If the Village and Township reach consensus that it would be cost effective to implement GPS units in police cars and reach agreement on the proportion of the cost that will be covered by each entity a GPS system for the police vehicles will be implemented.

SECTION 4. The Mayor and Police Chief will meet with the Trustees at least once each quarter to discuss the services being provided under this agreement.

The Police Chief will attend the first regularly scheduled Trustee Meeting of the month to give a verbal synopsis of police issues for the previous month and any updates and/or information on the department.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 4 this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signed in the presence of:  
\_\_\_\_\_

VILLAGE OF RICHFIELD

By: \_\_\_\_\_  
Michael K. Lyons, Mayor

Pursuant to the authorization by Richfield Village Council for the Village of Richfield under Resolution No. \_\_\_\_\_ approved and adopted on \_\_\_\_\_, 200\_\_.

And: \_\_\_\_\_  
Eleanor Lukovics, Finance Director

Signed in the presence of:  
\_\_\_\_\_

RICHFIELD TOWNSHIP

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

Richfield Township Fiscal Officer

Chairman, Board of Trustees

Pursuant to the authorization by Richfield  
Township Board of Trustees for Richfield  
Township under Resolution No. \_\_\_\_\_  
approved and adopted on \_\_\_\_\_, 200\_\_.

I hereby certify that at the time this Agreement is 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 appropriate fund free of any previous encumbrances.

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

APPROVED AS TO LEGAL FORM:

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

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