

RESOLUTION NO. 63-2009

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 YEARS 2010 AND 2011

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 years 2010 and 2011 reflecting a three percent (3%) increase in each year in the charges for such services, copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 11/17/09

[Signature]
President of Council

[Signature]
Mayor

Dated: 11/17/09

ATTEST:

[Signature]
Clerk of Council

ADDENDUM NO. 5 TO THE
POLICE SERVICES AGREEMENT
RICHFIELD VILLAGE AND RICHFIELD TOWNSHIP

THIS ADDENDUM NO. 5 made this ____ day of _____, 20____, 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 through the 2009 calendar year at an annual rate of Four Hundred Ninety-Nine Thousand Six Hundred Fifty-Three Four Dollars (\$499,653.00) ending on December 31, 2009; and

WHEREAS, the parties through this Addendum No. 5 wish to extend the Agreement for two years at the rate of compensation of 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 two (2) years commencing January 1, 2010 and ending December 31, 2011 at the rate of compensation of 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 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. 5 this ____ day of _____, 20__.

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 _____, 20__.

And: _____
Eleanor Lukovics, Finance Director

Signed in the presence of:

_____ Richfield Township Fiscal Officer

RICHFIELD TOWNSHIP

By: _____
Chairman, Board of Trustees

Pursuant to the authorization by Richfield Township Board of Trustees for Richfield Township under Resolution No. _____ approved and adopted on _____, 20__.

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