

**RESOLUTION NO. 34-2011**

**Offered by All of Council**

**A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT FOR DISPATCH SERVICES WITH THE VILLAGE OF PENINSULA**

WHEREAS, the Mayor has recommended ENTERING INTO AN Agreement with the Village of Peninsula for dispatch services for three (3) years commencing July 1, 2011 through June 30, 2014.

NOW, THEREFORE, 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 an Agreement with the Village of Peninsula for dispatch services for three (3) years commencing July 1, 2011 in accordance with the Agreement 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: June 21, 2011

Bobbie Bestara  
President of Council

ATTEST: \_\_\_\_\_

William D. Jones  
Mayor

Carolyn E. Sullivan  
Clerk of Council

Dated: 6/21/11

## EXHIBIT A

## DISPATCH SERVICE AGREEMENT

Pursuant to R.C. 737.04 and 737.041 together with the exercise of the powers set forth in the Charter and the Constitution, this Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Village of Richfield, Ohio ("Richfield") and the Village of Peninsula, Ohio ("Peninsula")

In consideration of the mutual promises herein contained, the parties agree as follows:

1. Purpose. Richfield will provide 24-hour, seven days per week dispatching services for the Peninsula Police Department.
2. Term. The term of this Agreement shall be three years beginning July 1, 2011 and shall continue in force and effect until and including June 30, 2014.
3. Price. Peninsula agrees to pay Richfield the following installments:
  - a. 1<sup>st</sup> year \$25,884
    - i. \$6,471 due 7/1/2011 and 10/1/2011
    - ii. \$6,471 due 1/1/2012 and 4/1/2012
  - b. 2<sup>nd</sup> year \$26,920
    - i. \$6,730 due 7/1/2012 and 10/1/2012
    - ii. \$6,730 due 1/1/2013 and 4/1/2013
  - c. 3<sup>rd</sup> year \$27,998
    - i. \$6,999.50 due 7/1/2013 and 10/1/2013
    - ii. \$6,999.50 due 1/1/2014 and 4/1/2014
4. Hold Harmless. Peninsula agrees to hold Richfield, its employees, elected officials, members of the Richfield Police Department, including its chief of police, police officers and dispatchers individually harmless from any and all liability arising out of performance of this Agreement.
5. Insurance. During the term of this Agreement, Peninsula shall purchase and keep in place general liability insurance of not less than \$3,000,000 (\$1,000,000 general liability and \$2,000,000 liability umbrella coverage) insuring against liability as a result of any act or omission of Peninsula or its officers or employees.
6. Cancellation. Either party may cancel the services of this Agreement with at least 90 days written notice to the other party.
7. Modification. Any modification to this Agreement shall be in writing and signed by both parties.

- 8. Assignment. Neither party may assign this Agreement without the written consent of the other party.
  
- 9. Separability. This Agreement is separable. If any provision of this Agreement is declared void or invalid by any court of competent jurisdiction, all other provisions of this Agreement remain binding.
  
- 10. Entire Agreement. This Agreement is the entire understanding of the parties. Any promise or condition not contained in this Agreement is not binding on the parties.
  
- 11. Authorization. This Agreement is entered into pursuant to Resolution No. \_\_\_-2011 of the Village of Richfield and Resolution No. \_\_\_\_\_ of the Village of Peninsula, Summit County, Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement at Richfield, Ohio.

VILLAGE OF RICHFIELD

VILLAGE OF PENINSULA

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

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

And: \_\_\_\_\_  
Its Finance Director

And: \_\_\_\_\_  
Its Clerk/Treasurer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

