

RESOLUTION NO. 1-2007

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A POLICE SERVICES AGREEMENT WITH RICHFIELD TOWNSHIP AND DECLARING AN EMERGENCY

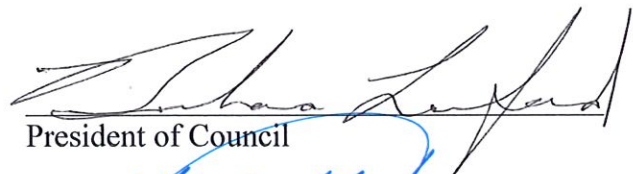
WHEREAS, this Council wishes to authorize the adoption of a revised Police Services Agreement with Richfield Township.

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 a Police Services Agreement with Richfield Township, a copy of which Police Services 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 needed police services to the Township as of January 1, 2007; 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: 2/6/07


President of Council


Mayor

Dated: 2/6/07

ATTEST:

Clerk of Council

**ADDENDUM NO. 2 TO THE
POLICE SERVICES AGREEMENT
RICHFIELD VILLAGE AND RICHFIELD TOWNSHIP**

THIS ADDENDUM NO. 2 made this ____ day of _____, 200__, 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

WHEREAS, the parties through this Addendum No. 2 wish to extend the Agreement for two years at the rate of compensation of Four Hundred Sixty-two Thousand Dollars (\$462,000.00) in 2007 payable in equal quarterly installments of One Hundred Fifteen Thousand Five Hundred Dollars (\$115,500.00) and Four Hundred Eighty-five Thousand One Hundred Dollars (\$485,100.00) in 2008 payable in equal quarterly installments of One Hundred Twenty-one Thousand Two Hundred Seventy-five Dollars (\$121,275.00).

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) year commencing January 1, 2007 and ending December 31, 2008 at the rate of compensation of Four Hundred Sixty-two Thousand Dollars (\$462,000.00) in 2007 payable in equal quarterly installments of One Hundred Fifteen Thousand Five Hundred Dollars (\$115,500.00) and Four Hundred Eighty-five Thousand One Hundred Dollars (\$485,100.00) in 2008 payable in equal quarterly installments of One Hundred Twenty-one Thousand Two Hundred Seventy-five Dollars (\$121,275.00). Annual compensation shall consist of \$_____ (\$1,177.88 ??) to be used for DUI enforcement, \$_____ (\$22,405.00 ??) to be used for police department capital equipment and the balance to be used for general police operating expenses.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 2 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. 93-2005 approved and adopted on December 20, 2005.

And: _____
Eleanor Lukovics, Finance Director

Signed in the presence of:

RICHFIELD TOWNSHIP

Richfield Township Fiscal Officer

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 _____, 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

ADDENDUM NO. 3 TO THE
POLICE SERVICES AGREEMENT
RICHFIELD VILLAGE AND RICHFIELD TOWNSHIP

THIS ADDENDUM NO. 3 made this ___ day of _____, 2007, 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

WHEREAS, the parties through this Addendum No. 3 wish to extend the Agreement for two years at the rate of compensation of Four Hundred Sixty-Two Thousand Dollars (\$462,000.00) in 2007 payable in equal quarterly installments of One Hundred Fifteen Thousand Dollars (\$115,000.00) and Four Hundred Eighty-Five Thousand One Hundred Dollars (\$485,100.00) in 2008 payable in equal quarterly installments of One Hundred Twenty-One Thousand Two Hundred Seventy-Five Dollars (\$121,275.00).

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, 2007 and ending December 31, 2008 at the rate of compensation of Four Hundred Sixty-Two Thousand Dollars (\$462,000.00) payable in equal quarterly installments of One Hundred Fifteen Thousand Dollars (\$115,000.00) and Four Hundred Eighty-Five Thousand One Hundred Dollars (\$485,100.00) in 2008 payable in equal quarterly installments of One Hundred Twenty-One Thousand Two Hundred Seventy-Five Dollars (\$121,275.00). ~~Annual compensation shall consist of \$ _____ (\$1,177.88 ??) to be used for DUI enforcement, \$ _____ (\$22,405.00 ??) to be used for police department capital equipment and the balance to be used for general police operating expenses.~~

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. Accidents
2. Alarms

- 3. Traffic Stops/Offenses
- 4. Theft
- 5. Hunting/Firearms
- 6. General Complaints
- 7. Fraud
- 8. Miscellaneous Criminal Offenses
- 9. Domestics

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. 3 this ___ day of _____, 2007.

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 Director under Resolution No. _____ approved and adopted on _____

And: _____
Eleanor Lukovics, Finance

Signed in the presence of:

RICHFIELD TOWNSHIP

Richfield Township Fiscal Officer

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 _____.

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