

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

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 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: September 4, 2001

Michael Kypous  
President of Council

Ronald H. Jansen  
Mayor

Dated: 9/5/2001

ATTEST:

Carole Gibson  
Clerk of Council

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

THIS AGREEMENT made this 10<sup>th</sup> day of September, 2001, 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 desires to acquire all police protection and services for the property and residents of the unincorporated area of the Township, Summit County, Ohio; and

WHEREAS, the Village has the capacity 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, it is hereby agreed between the Village and the Township as follows:

SECTION 1. The Village agrees to provide complete protection and related police services to the Township by keeping the peace, protecting the property and residents, and performing all other necessary police functions in said Township. Police for the Township shall be exactly the same as the police services provided to the Village.

SECTION 2. The term of this Agreement shall be three (3) years commencing October 1, 2001 and ending September 30, 2004. The Village and the Township may, by authorization enacted six (6) months prior to expiration of this Agreement, mutually agree to extend this Agreement by one (1) additional year commencing October 1, 2004 and ending September 30, 2005 under the same terms and conditions as set forth in this Agreement.

SECTION 3. In consideration of the foregoing services to be provided by the Village, the Township agrees to pay the Village the sum of \$325,000.00 annually, payable in equal quarterly installments of \$81,250.00. Said sum shall be increased by five percent (5%) on each anniversary date of this Agreement, including any extension, if any.

SECTION 4. The Village will offer all full-time Township officers full-time police officer positions with the Village Police Department, after they pass physical and psychological testing as required of all Village officers. David Abrogast will be offered a part-time position. The credit afforded to these officers for pay purposes under Village Ordinance No. 112-2000 is as follows:

Robert J. Gilbert	36 months
Jeffrey Michel	36 months
Scott E. Dressler	18 months
David Arbogast	Part-time

SECTION 5. For the purposes of longevity pay and vacation time, the three full-time officers will be credited for time served with Richfield Township. The anniversary date of the

officers is as follows: Robert J. Gilbert (August 21, 1994); Jeffrey Michel (January 15, 1991); and Scott E. Dressler (November 2, 2000). For the purposes of longevity pay, the officers will be credited as follows: Robert J. Gilbert (7 years); Jeffrey Michel (10 years); and Scott E. Dressler (1 year). However, for purposes of seniority, the officers will be deemed hired as of the following dates, which will be deemed to be their first dates of employment with the Village: Jeffrey Michel (October 1, 2001); Robert J. Gilbert (October 2, 2001); and Scott E. Dressler (October 3, 2001). The officers will not be entitled to any personal days in the year 2001 and will be entitled to the scheduled Village holidays remaining in the year 2001 after the effective date of this Agreement. Notwithstanding the dates of employment or other dates described in the Police Services Agreement, seven (7) days prior to the effective of the Police Services Agreement each of the full-time officers above will be sworn in by the Village as commissioned officers of the Village, thereby creating a period of dual commissions for these officers and avoiding any break in service or period during which the officers did not serve as commissioned officers in the Township or the Village.

SECTION 6. The officers will not be required to complete any probationary period with the Village. Sick time accumulated while commissioned officers with the Township will be transferred to the Village. Except as set forth in the "Memorandum of Agreement," Exhibit "A" attached hereto, any vacation time, accrued and unused, or comp time, accrued and unused by these officers prior to the date of hire by the Village will be paid out in straight time by the Township at the end of their commissions with the Township. Each officer will be scheduled for vacation in year 2002 in accordance with Village policies as is established by the Chief of Police. The officers' longevity pay will commence January 1, 2002 and will be calculated in a manner similar to all other officers in the Village under the ordinances of the Village.

SECTION 7. The Township shall pay these officers their second half uniform allowance (\$400.00) at the end of their commissions with the Township. The officers shall be entitled to uniform allowance with the Village under Village ordinances commencing January 1, 2002.

SECTION 8. A Police Administrative Committee shall be established for the purpose of accountability of services to the unincorporated area of the Township. This Committee will consist of the Village Mayor, the Village Chief of Police and the Township Safety Director. Quarterly reports by the Village Chief of Police will be reviewed.

SECTION 9. A thorough audit of the Township Police Department's confiscated evidence, property and records will be performed by a third party to be determined by the Township Board of Trustees. After this has been completed, those records and property will be retained by the Township and administered by a Village Police Department liaison to be determined subject to any legal requirements.

The Village Police Chief, or his designee, shall make periodic reports to the Township Trustees, or their Safety Committee, concerning the services performed in the Township under this Agreement.

SECTION 10. This Agreement shall be in force for three (3) years commencing on the first day of October, 2001 and terminating on the 30th day of September, 2004. As previously stated, the

Township and the Village may mutually agree to extend this Agreement for an additional year under the same terms and conditions set forth herein. Upon termination of this Agreement, each party will mutually release the other party. Should this Agreement not be renewed, the Village will have the right to reduce its force to whatever size deemed necessary.

SECTION 11. Upon hiring by the Village, except as stated herein, the officers shall be subject to all terms and conditions of employment as applicable to officers in the Village Police Department.


IN WITNESS WHEREOF, the parties have hereunto set their hand this 10<sup>th</sup> day of September, 2001.

Signed in the presence of:




VILLAGE OF RICHFIELD

By:   
Donald H. Larsen, Mayor

And:   
Eleanor Lukovics, Finance Director

Pursuant to the authorization by Richfield Village Council for the Village of Richfield under Resolution No. 89-2001, approved and adopted on September 4, 2001.

Signed in the presence of:

  
Richfield Township Clerk/Treasurer

RICHFIELD TOWNSHIP

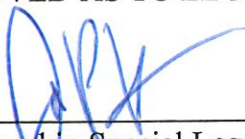
By:   
Chairman, Board of Trustees

Pursuant to the authorization by Richfield Township Board of Trustees for Richfield Township under Resolution No. 20-2001 approved and adopted on 9-10-2001, 2001.

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 Clerk/Treasurer

APPROVED AS TO LEGAL FORM:

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

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

CERTIFICATE OF AVAILABILITY OF FUNDS

Pursuant to O.R.C. 5705.41 and 5705.44, I hereby certify that the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriate for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Date: 9-10-01

M. ...  
Richfield Township Clerk/Treasurer

Funds For Resolution 20-001.

MEMORANDUM OF AGREEMENT  
(Addendum to Ordinance No. 89-2001)

VACATION POLICY

Except for Scott Dressler's October 2001 vacation as described below, use of the described vacation time will be subject to the Village policies as implemented by the Chief of Police.

Scott Dressler will accumulate ten (10) days vacation on November 2, 2001, his first anniversary date. The Township allowed him to take five (5) days vacation from October 2 to October 9, 2001. As of his employment with the Village, he will have five (5) days of vacation remaining until November 2, 2002 when he will be entitled to two (2) additional weeks of vacation.

Robert Gilbert accumulated fifteen (15) days vacation as of August 21, 2001 and he has used no days of that accumulated vacation. This 15-day balance of his vacation shall carry forward to his employment with the Village for the period from the date of this Agreement to August 20, 2002.

Jeffrey Michel will have twenty (20) days of vacation after January 15, 2002. Any accumulation prior to that date will be paid out by the Township in regular time.

  
\_\_\_\_\_  
Mayor, Village of Richfield

  
\_\_\_\_\_  
Scott Dressler

  
\_\_\_\_\_  
Trustee, Richfield Township

  
\_\_\_\_\_  
Robert Gilbert

  
\_\_\_\_\_  
Jeffrey Michel