

RESOLUTION NO.

78 -2013 (Amended 12/3/13)

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A POLICE DISPATCH SERVICE AGREEMENT WITH THE VILLAGE OF BOSTON HEIGHTS

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 Dispatch Service Agreement for a period of three (3) years with the Village of Boston Heights, substantially in accordance with the Agreement attached hereto as Exhibit "A," which is incorporated herein fully as if by reference, subject to the final approval of the Law Director.

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 properly deploy police dispatching services to the Village of Boston Heights; 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: December 3, 2013

[Signature]
President of Council

[Signature]
Mayor

Dated: 12/3/13

ATTEST:

[Signature]
Clerk of Council

DISPATCH SERVICE AGREEMENT

Pursuant to R.C. 737.04 and 737.041, together with the exercise of the powers set forth in the Village of Richfield Charter and other provisions of Ohio law, this Agreement is made this 3rd day of December, 2013 by and between the Village of Richfield, Ohio ("Richfield"), 4410 W. Streetsboro Road, Richfield, Ohio and the Village of Boston Heights, Ohio ("Boston Heights")

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

1. Purpose. Richfield agrees to provide 24-hour, seven day per week dispatching services for the area served by the Boston Heights Police Department as of November 1, 2013, as described in the attached Exhibit A. Provision of dispatching services for a larger or different area served by the Boston Heights Police Department shall require the consent of the Village of Richfield, embodied in an amendment to this Agreement..
2. Term. The term of this Agreement shall be three years beginning January 1, 2014 and shall continue in force and effect until and including December 31, 2016. The agreement may be renewed but only upon the written agreement of both parties prior to December 31, 2016.
3. Price. Boston Heights agrees to pay Richfield the following installments:
 - a. 1st year \$60,000.00, payable as \$15,000.00 due on each of the following dates: January 1, 2014, April 1, 2014, July 1, 2014 and October 1, 2014.
 - b. 2nd year \$61,800, payable as \$15,450.00 due on each of the following dates: January 1, 2015, April 1, 2015, July 1, 2015 and October 1, 2015.
 - c. 3rd year \$63,654, payable as \$15,913.50 due on each of the following dates: January 1, 2016, April 1, 2016, July 1, 2016 and October 1, 2016.
4. Hold Harmless. Boston Heights 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 by Richfield.
5. Insurance. During the term of this Agreement, Boston Heights 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 Boston Heights or its officers or employees.
6. Cancellation. Either party may cancel the services of this Agreement with or without cause with at least 90 days written notice to the other party. In addition, in the event that Boston Heights is more than 30 days late with respect to any payment due under Section 3, above,

Richfield may, in its discretion, terminate this Agreement upon ten (10) days written notice to Boston Heights.

- 7. Modification. No modification to this Agreement shall be effective unless made in writing and signed by both parties.
- 8. Assignment. Neither party may assign this Agreement without the written consent of the other party.
- 9. Severability. The provisions of this Agreement are severable. 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. Notices. Notices issued pursuant to or relating to this Agreement shall be provided, in a writing delivered by (1) U.S. Mail or overnight delivery or (2) by electronic mail, to the Mayor of the municipality to whom the notice is directed, with a copy to the Chief of Police or equivalent of that municipality.
- 11. Entire Agreement. This Agreement is the entire understanding of the parties with respect to Police Dispatch. Any promise or condition not contained in this Agreement is not binding on the parties.
- 12. Authorization. This Agreement is entered into pursuant to Resolution No. 78-2013 of the Village of Richfield and Resolution No. 2013-10-51 of the Village of Boston Heights, Summit County, Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement at Richfield, Ohio as of the date first above written.

VILLAGE OF RICHFIELD

VILLAGE OF BOSTON HEIGHTS

By: Bobbie Beshaw
Its Mayor

By: Bill Geary
Its Mayor

And: Sandy Owl
Its Finance Director

And: Betty Kungenberg
Its Fiscal Officer

45 E Boston mills Rd
Street Address
Hudson oh 44236
City, State, Zip
330-650-4111
Telephone Number

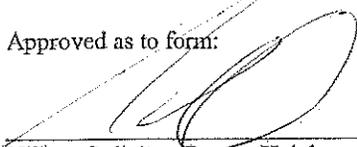
Resolution 78-2013

Exhibit A

Approved as to form:

Approved as to form:

Director of Law, Richfield



Village Solicitor, Boston Heights

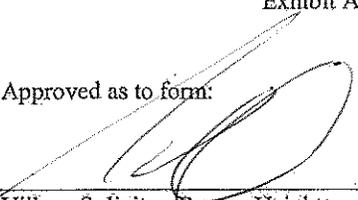
Resolution 78-2013

Exhibit A

Approved as to form:

Approved as to form:

Director of Law, Richfield



Village Solicitor, Boston Heights

VILLAGE OF BOSTON HEIGHTS

45 E. Boston Mills Road • Boston Hts., Ohio 44236
Phone 330.650.4111 Fax 330.655.9578

FISCAL OFFICER CERTIFICATE

As the Fiscal Officer of the Village of Boston Heights, Summit County, State of Ohio, I, hereby, certify that the amount of money to meet the obligations of the Village of Boston Heights set forth in the attached contract in the fiscal year in which the contract was made, Village of Richfield, has been lawfully appropriated for such purpose and is in the Treasury of the Village of Boston Heights or in the process of collection to the credit of an appropriate fund and is free from any previous encumbrances.



Betty Klingenberg, Fiscal Officer
VILLAGE OF BOSTON HEIGHTS
45 East Boston Milles Road
Boston Heights, OH 44236

Dated: 12-6-13



ROETZEL

FOCUSED ON WHAT MATTERS TO YOU

222 South Main Street
Akron, OH 44308

DIRECT DIAL 330.849.6698

PHONE 330.376.2700 FAX 330.376.4577

mpitchford@ralaw.com

WWW.RALAW.COM

December 4, 2013

VIA E-MAIL

William R. Hanna, Esq.
Walter & Haverfield LLP
The Tower at Erieview
1201 East Ninth St., Suite 3500
Cleveland, OH 44114-1821

Re: Richfield/Boston Heights Dispatch Contract Exhibit

Dear Mr. Hanna:

Please find attached a copy of the Zoning Map for the Village of Boston Heights. After consultation with the police chief, this area represents the entire district that the Village of Boston Heights Police Department protects. In essence, it is the area within the corporate limits of the Village.

At your convenience, please advise as to whether this will suffice as Exhibit A to the Contract that was approved by the Boston Heights Village Council and your client.

Thank you for your attention in this regard.

Very truly yours,

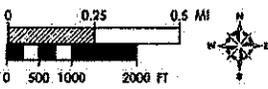
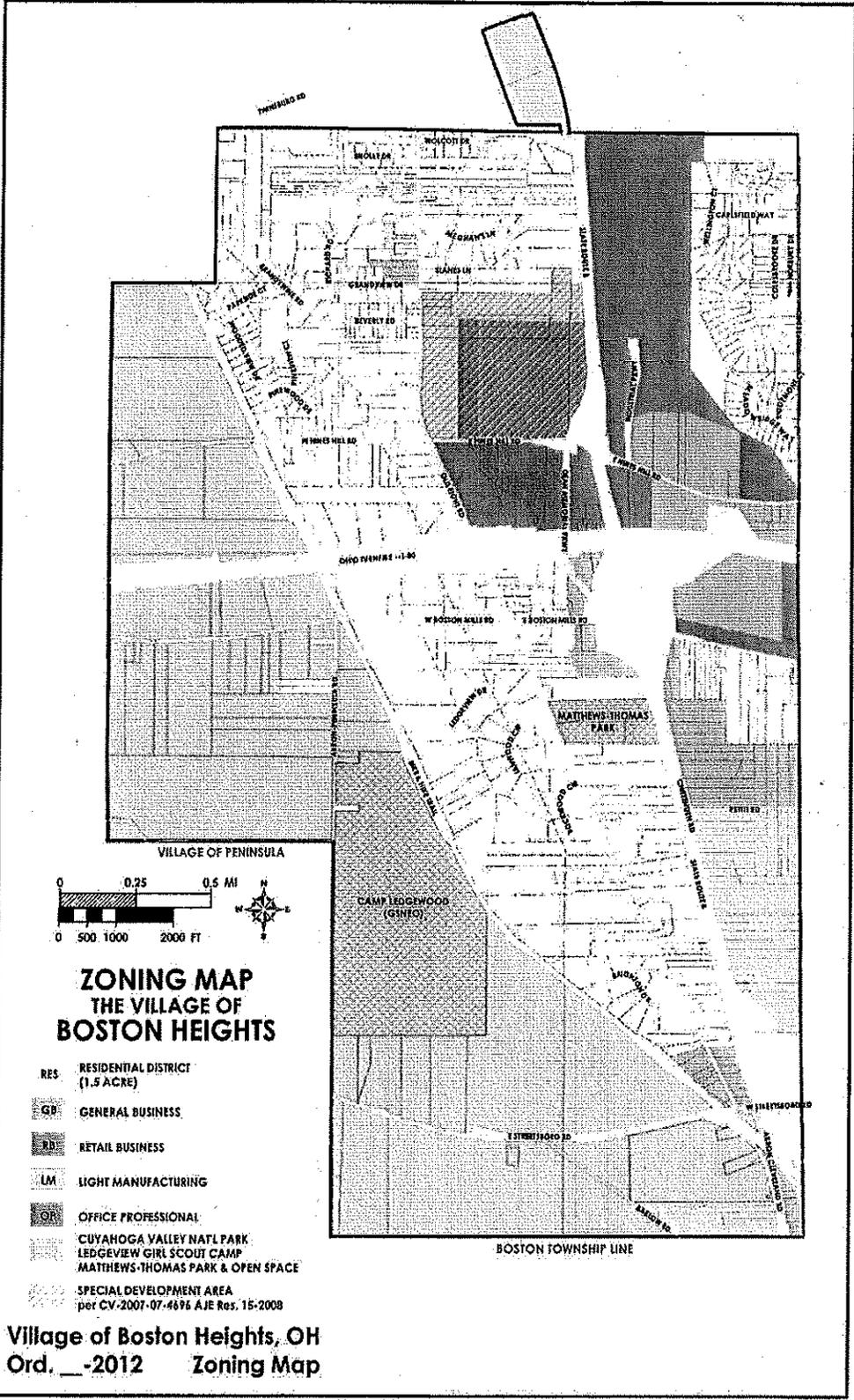
Roetzel & Andress, LPA

Marshal M. Pitchford

MMP/er

Enclosure

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**ZONING MAP
THE VILLAGE OF
BOSTON HEIGHTS**

- RES. RESIDENTIAL DISTRICT
(1.5 ACRE)
- GB. GENERAL BUSINESS
- RB. RETAIL BUSINESS
- LM. LIGHT MANUFACTURING
- OP. OFFICE PROFESSIONAL
- CUYAHOGA VALLEY NAT'L PARK
LEDGEVIEW GIRL SCOUT CAMP
MATHEWS-THOMAS PARK & OPEN SPACE
- SPECIAL DEVELOPMENT AREA
per CV-2007-07-4696 A/E Res. 15-2008

Village of Boston Heights, OH
Ord. __-2012 Zoning Map