

7/19/2023 3:30 P.M.

RESOLUTION NO. 58 -2023

Offered by Councilmember Beshara

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A POLICE SERVICES AGREEMENT WITH RICHFIELD TOWNSHIP FOR THE YEARS 2024-2026

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio that:

SECTION 1. 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 year 2024-2026, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. It was found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions, were in meetings open to the public, in compliance with legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. In accordance with Section 4.12 of the Charter of the Village of Richfield, this Resolution shall take effect and be in force upon the approval of the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 9-19-23

[Signature]
President of Council

Michael Uchek
Mayor

ATTEST: [Signature]
Clerk of Council

Date: 9/19/2023

EXHIBIT A
2024-2026 POLICE SERVICES AGREEMENT BETWEEN
THE VILLAGE OF RICHFIELD, OHIO AND THE TOWNSHIP OF RICHFIELD, OHIO

This Agreement for the provision of police services is made this ____ day of _____, 2023 by and 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 is desirous of acquiring police services for the residents, businesses and property located in the territorial boundaries of the Township, Summit County, Ohio; and

WHEREAS, the Village has adequate police, including dispatch and equipment to provide said police protection to the Township; and

WHEREAS, Revised Code Sections 505.43 authorizes the Township and the Village to contract for police and fire protection to the Township.

NOW, THEREFORE, for the good and valuable consideration including the promises set forth below and for other good and valuable consideration, the receipt and sufficiency of such is hereby acknowledged, it is hereby agreed between the Village and the Township as follows:

1. Purpose: The purpose of this Agreement is to set forth the terms upon which the Village agrees to provide the Township with first class professional police services that protect the safety of the residents, businesses, visitors, and property located in territorial boundaries of the Township.

2. Administration of Police Services: The Village agrees to provide first class professional, complete, and comprehensive police protection and related services to the Township by keeping the peace, protecting the property, residents, businesses and visitors of the Township, and performing all other necessary police functions in said Township. The Village shall provide police services to the Township proportional to the services provided in the Village, including, but not limited to, the following police and other services:

A. Twenty-four (24) hour patrol services with a consistent presence in the Township in fully equipped and maintained police cruisers, proportional to the coverage provided in the Village, recognizing the limitations caused by the need to arrest and transport prisoners, provide backup for other officers, make court appearance, and attend to other operational and administrative police matters.

B. Twenty-four (24) hour dispatch services will be provided by adequately trained professionals. The police, fire, and dispatch services shall also aid the Township during all seasons, including but not limited to the winter on-call season, by promptly notifying the Township offices, the Township Trustees and/or the Township Road crew (as the circumstances dictate) of road conditions and other safety conditions that may need to be addressed by the Trustees or the Township Road crew. The Township will keep the Village Police Chief informed of the written call-out standards and protocols for the Township's Road crew.

C. Enforcement of all Township resolutions that are intended to be enforced by police officers.

D. Criminal investigations, including follow-up on reported crimes and routine notification as to the status of the investigation.

E. Police Chief to attend Township meeting one time a month and will provide accurate and detailed reports of police services and activities within the Township on a monthly basis or as otherwise requested by the Township, including but not limited to reports relating to the number of tickets issued in the Township, the number and types of citations, infractions, crimes, and other police investigations or enforcement actions conducted in the Township.

F. Response to medical emergencies where appropriate.

G. Provide animal control services as the Village has done in the past as a supplement to and in coordination with the animal control services provided to the Township by Summit County.

H. Special event traffic patrol services, subject to the advance approval of the Mayor and the Chief of Police.

I. Review and comment upon proposed resolutions affecting police services or enforcement.

J. Advise the Township Trustees of any budgetary and personnel issues that have occurred or may occur that could impact, both positively and negatively, the provision of police services to the Township.

K. Background investigations upon request or where appropriate or required by law.

3. Cost of Services: In consideration of the foregoing services to be provided by the Village, the Township agrees to pay the Village the following sums:

A. For 2024, \$839,389 (a 6% increase); and

- B. For 2025, \$864,571 (a 3% increase); and
- C. For 2026, \$890,508 (a 3% increase).

Payment will be made in equal semi-annual installments on or before April 1st and October 1st of each year.

4. Personnel and Insurance: The Village shall insure that its police officers, dispatchers, and other employees involved with the services described in this Agreement are fully and adequately trained in police and dispatch procedures, and that all such employees are informed of the Village's obligations in this Agreement. The Village agrees to have the Township named as an additional insured under the existing police professional liability insurance policies. If there is an additional cost for the Township to be named as an additional insured, the Village shall provide the Township with notice of such cost at which time the Township may elect to decline to be named as an additional insured, or accept such charge and the Township shall reimburse the Village for any additional fee charged by the insurance carrier resulting from the Township being named as an additional insured.

5. Hold Harmless: The Township agrees to hold the members of the Village performing services in conjunction with this Agreement individually harmless for any and all liability that may arise from performing their duties or in failing to do so.

6. Term: This Agreement will be for three (3) years, commencing on January 1, 2024 and terminating on December 31, 2026 at midnight. The Township and the Village will make a good faith effort to enter into a new service agreement prior to the end of the initial term of this Agreement, but should the new agreement not be executed by the end of this term, the services shall continue to be provided by the Village on a month-to-month basis. The Township shall pay for the month-to-month services by making payments to the Village at the end of each month. The Village or the Township may only terminate the agreement upon providing the other party with ninety (90) days notice prior to said termination. The Village shall have the right to increase the rate for the month-to-month services by providing sixty (60) days notice to the Township. Such increase shall be in an amount not to exceed a five percent (5%) annual increase over the previous year contract amount.

7. Miscellaneous Provisions: This Agreement is the entire agreement of the parties regarding the matters addressed herein and supersedes any prior understanding or agreement related thereto. This Agreement may only be amended, modified, or rescinded by the prior written consent of all parties. This Agreement will be governed by and construed, interpreted and enforced in accordance with the laws of Ohio without regard to conflicts of laws, and any action will be brought in Summit County, Ohio. The failure of any party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement will not

(a) impair any such right or remedy, (b) be construed to be a waiver or relinquishment of that right or remedy, nor (c) affect the enforceability of that provision or of the remainder of this Agreement. Every right and remedy given by this Agreement to the parties may be exercised from time to time and as often as may be deemed expedient by the parties. The invalidity or unenforceability of any term or provision of this Agreement will not affect the validity or enforceability of any other term or provision.

ACCEPTED BY:

Date: _____
_____ Janet Jankura, Township Trustee

Donald Laubacher, Township Trustee

Robert Luther, Township Trustee

Date: _____
_____ Michael Wheeler, Mayor

Certificate of Availability of Funds

The undersigned of the Township of Richfield, Summit County, Ohio, ("Township") certifies, in connection with the Police Services Agreement ("Agreement") between the Village of Richfield and the Township, that the amount required to meet the obligations of the Township under the Agreement, in the fiscal year ending December, 31, 2026, has been lawfully appropriated for that purpose and is in the treasury or in the process of collection to the credit of an appropriated fund, free from any previous encumbrances.

Laurie Pinney, Fiscal Officer