

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

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the Village of Peninsula for Police dispatcher services, 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: May 19, 1998

Michael Lyons
President of Council

Paul W. Larsen
Mayor

Dated: 5/20/98

ATTEST:
Carol Gibson
Clerk of Council

DISPATCHING AGREEMENT BETWEEN THE VILLAGE OF RICHFIELD, OHIO AND THE VILLAGE OF PENINSULA, OHIO

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 signed this 19th day of June, 1998 by and between the Village of Richfield, Ohio ("Richfield"), and the Village of Peninsula, Ohio, ("Peninsula").

The parties agree as follows:

1. Richfield will provide 24-hour, seven day a week dispatching services for the Peninsula Police Department for the period beginning July 1, 1998 and continuing to June 1999, both inclusive, or until this Agreement is rescinded by resolution of either party and upon a written 90-day notice.
2. Peninsula agrees to pay to Richfield the sum of Twelve Thousand Dollars (\$12,000) payable in four equal quarterly installments due on the 1st day of July and October, 1998 and January 1 and April 1 of 1999.
3. If requested by Peninsula, Richfield shall submit to Peninsula a schedule of dispatching services performed for the Peninsula Police Department.
4. For the purposes of this agreement, the Police Chief of Richfield and the Police Chief of Peninsula shall be the designated officials with authority to implement the agreement.
5. Peninsula agrees to hold the members of the Richfield Police Department, including its Chief of Police, Policemen and dispatchers individually harmless from any and all liability that may arise in or from the dispatching services provided herein.
6. The term of this contract shall be from July 1, 1998 to and including June 30, 1999.
7. This contract is entered into pursuant to Resolution No. 39 -1998 of the Village of Richfield and Resolution No. 1985-1998 of the Village of Peninsula, Summit County, Ohio.

ACCEPTED BY:

VILLAGE OF PENINSULA, OHIO

By: *Daniel R. Schneider*
Mayor Daniel R. Schneider

By: *Polly Rutledge*
Clerk-Treasurer Polly Rutledge

Date: 05/28/1998

APPROVED AS TO FORM:

E. Lee Wagoner
Law Director, Village of Peninsula

E. Lee Wagoner for Solicitor Leland Cole

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VILLAGE OF RICHFIELD, OHIO

By: *Donald H. Larsen*
Mayor

By: *Cleana Lakovic*
Director of Finance

Date: 06/19/98

APPROVED AS TO FORM:

[Signature]
Law Director, Village of Richfield