

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 14-2017
INTRODUCED BY: Doc Holston
DATE PASSED: July 10, 2017

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DISPATCH SERVICE AGREEMENT WITH THE VILLAGE OF RICHFIELD

WHEREAS, for the past several years, the Village has received dispatch services from the Village of Richfield; and

WHEREAS, the Village's Dispatch Service Agreement expired on June 30, 2017, the Village has been satisfied with the dispatch services provided by the Village of Richfield, and the Village desires to enter into a new Dispatch Service Agreement with the Village of Richfield; and

WHEREAS, Council desires to authorize the Mayor to enter into a new three year Dispatch Service Agreement with the Village of Richfield.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. Council hereby and herein authorizes the Mayor to enter into the attached three year Dispatch Service Agreement, retroactive to July 1, 2017.

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

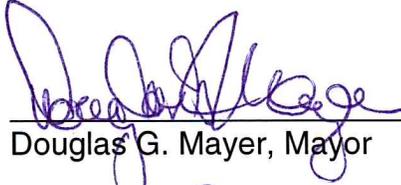
SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula for the reason that it is necessary for the operation of the Village's Police Department, and therefore, this Resolution shall take immediate effect upon its passage.

SECTION 4. Effective Date. This Resolution shall take effect on the 10 day of July, 2017.

IN WITNESS WHEREOF, we have hereunto set our hands this 10 day of July, 2017.

RESOLUTION 14-2017
PAGE TWO

Passed:



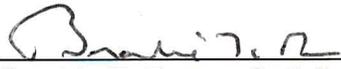
Douglas G. Mayer, Mayor

Attest:



John D. Stiegel, Fiscal Officer

Approved as to Legal Form.



Bradric T. Bryan, Solicitor

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the 10 day of July, 2017.



John D. Stiegel, Fiscal Officer

Posting Certificate

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the 17 day of July, 2017, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.



John D. Stiegel, Fiscal Officer

DISPATCH SERVICE AGREEMENT

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 made this _____ day of _____, 2017 by and between the Village of Richfield, Ohio ("Richfield") and the Village of Peninsula, Ohio ("Peninsula")

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

1. Purpose. Richfield will provide 24-hour, seven days per week dispatching services for the Peninsula Police Department.
2. Term. The term of this Agreement shall be three years beginning July 1, 2017 and shall continue in force and effect until and including June 30, 2020.
3. Price. Peninsula agrees to pay Richfield the following installments:
 - a. 1st year \$31,880
 - i. \$7,970.00 due 7/1/2017 and 10/1/2017
 - ii. \$7,970.00 due 1/1/2018 and 4/1/2018
 - b. 2nd year \$32,932
 - i. \$8,233.00 due 7/1/2018 and 10/1/2018
 - ii. \$8,233.00 due 1/1/2019 and 4/1/2019
 - c. 3rd year \$34,018
 - i. \$8,504.50 due 7/1/2019 and 10/1/2019
 - ii. \$8,504.50 due 1/1/2020 and 4/1/2020
4. Hold Harmless. Peninsula 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.
5. Insurance. During the term of this Agreement, Peninsula 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 Peninsula or its officers or employees.
6. Cancellation. Either party may cancel the services of this Agreement with at least 90 days written notice to the other party.
7. Modification. Any modification to this Agreement shall be in writing and signed by both parties.
8. Assignment. Neither party may assign this Agreement without the written consent of the other party.

- 9. Separability. This Agreement is separable. 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. Entire Agreement. This Agreement is the entire understanding of the parties. Any promise or condition not contained in this Agreement is not binding on the parties.
- 11. Authorization. This Agreement is entered into pursuant to Resolution No. 102017 of the Village of Richfield and Resolution No. _____ of the Village of Peninsula, Summit County, Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement at Richfield, Ohio.

VILLAGE OF RICHFIELD

By: Brechee Barber
Its Mayor

And: Sandy Turk
Its Finance Director

Date: 06/26, 2017

VILLAGE OF PENINSULA

By: [Signature]
Its Mayor

And: [Signature]
Its Clerk/Treasurer

Date: 7/11/17

Street Address

City, State, Zip

Telephone Number

Approved as to form and correctness by:

William R. Hanna,
Law Director

RESOLUTION NO. 40-2017

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT FOR DISPATCH SERVICES WITH THE VILLAGE OF PENINSULA AND DECLARING AN EMERGENCY.

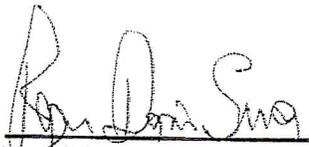
WHEREAS, the Mayor has recommended entering into an Agreement with the Village of Peninsula for dispatch services for three (3) years commencing July 1, 2017 through June 30, 2020.

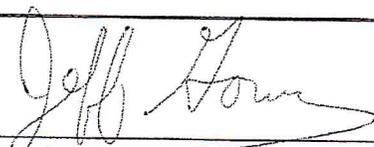
NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an Agreement with the Village of Peninsula for dispatch services for three (3) years commencing July 1, 2017 in accordance with the Agreement 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 pay for services rendered; 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: 6-20-17


President of Council

ATTEST:

Clerk of Council


Mayor

Dated: 6/20/17