

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

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 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 allow Police dispatcher services for the Village of Peninsula, 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:

July 2, 2002

May V. Malose  
President of Council

Ronald W. Larsen  
Mayor

ATTEST:

Carole Gibson  
Clerk of Council

Dated: 7/5/2002

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

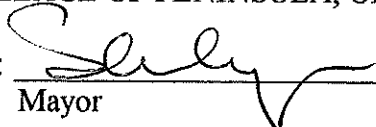
Pursuant to R. C. 737.04 and 737.041 together with the exercise of powers set forth in the Charter and the Constitution, this Agreement is signed this 5<sup>th</sup> day of July, 2002 by and between the Village of Richfield, Ohio ("Richfield"), and the Village of Peninsula, Ohio, ("Peninsula").

The parties agree as follows:

1. Richfield will provide 24-hour, seven day per week dispatching services for the Peninsula Police Department for the period beginning July 1, 2002 and continuing to June 30, 2005, both inclusive, or until this Agreement is rescinded by resolution of either party and upon written 90-day notice.
2. Peninsula agrees to pay to Richfield the following installments:
  - a. 1<sup>st</sup> year \$15,284.00
    - i. \$3,821.00 due 7/1/2002 and 10/1/2002
    - ii. \$3,821.00 due 1/1/2003 and 4/1/2003
  - b. 2<sup>nd</sup> year \$16,048.00
    - i. \$4,012.00 due 7/1/2003 and 10/1/2003
    - ii. \$4,012.00 due 1/1/2004 and 4/1/2004
  - c. 3<sup>rd</sup> year \$16,850.00
    - i. \$4,212.50 7/1/2004 and 10/1/2004
    - ii. \$4,212.50 1/1/2005 and 4/1/2005
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 the 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, Police Officers 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, 2002 to and including June 30, 2005.
7. This contract is entered into pursuant to Resolution No. 63-2002 of the Village of Richfield and Resolution No. 3082-2002 of the Village of Peninsula, Summit County, Ohio.

ACCEPTED BY:

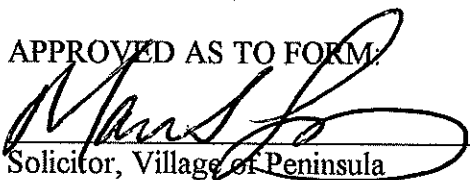
VILLAGE OF PENINSULA, OHIO

By:   
Mayor

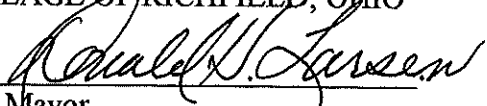
By:   
Clerk-Treasurer

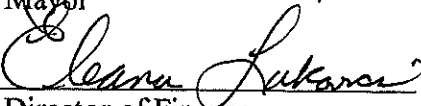
Date: 06-10-2002

APPROVED AS TO FORM:

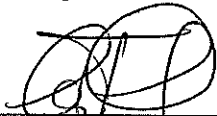
  
Solicitor, Village of Peninsula

VILLAGE OF RICHFIELD, OHIO

By:   
Mayor

By:   
Director of Finance

Date: July 5, 2002

  
Law Director, Village of Richfield