

**RESOLUTION NO. 67-2011**

Offered by All of Council

**A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A POLICE SERVICES AGREEMENT WITH RICHFIELD TOWNSHIP FOR THE YEARS 2012-2014.**

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 Services Agreement with Richfield Township for the year 2012-2014, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. In accordance with Section 4.12 of the Charter of the Village of Richfield, this Resolution No. 67-2011 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: 11/15/11

Bobbie Bestara  
President of Council

ATTEST:

Carolyn Sullivan  
Clerk of Council

William J. Jones  
Mayor

I, Carolyn Sullivan, Clerk of Council of the Village of Richfield, Ohio, hereby certify that the foregoing is a true and correct copy of Resolution No. 67-2011 adopted by the Council on \_\_\_\_\_.

\_\_\_\_\_

EXHIBIT A

**2012-2014 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 \_\_\_\_\_, 2011, 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 sum of \$604,200 in 2012, \$640,452 in 2013, and \$678,880 in 2014. Payment will be made in equal quarterly installments by the 1<sup>st</sup> day of the beginning of each quarter.

**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, 2012 and terminating on December 31, 2014 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 four percent (4%) 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: \_\_\_\_\_

\_\_\_\_\_  
**Laurie Peters Gilmore, Township Trustee**

\_\_\_\_\_  
**Janet Jankura, Township Trustee**

\_\_\_\_\_  
**David R. Wyatt, Township Trustee**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Michael K. Lyons, Mayor**

**VILLAGE OF RICHFIELD  
CALCULATION OF COST OF DISPATCH SERVICE  
TO RICHFIELD TOWNSHIP**

DISPATCH SERVICES TO RICHFIELD TOWNSHIP					
PERSONNEL ACCOUNTS	2009 ACTUAL	%	2010 ACTUAL	2011 ESTIMATE	2012 BUDGET
<b>Supervision:</b>					
10% of Dispatch Supervisor Salary	282,043	3.2%	4,780	4,923	4,923
<b>Dispatchers:</b>					
25% of Police Dispatch Salaries			41,615	42,852	42,852
<b>Overtime &amp; Part Time:</b>					
25% of Police Activity Over Time	14,253	-21.6%	2,003	2,386	2,386
25% of Police Activity Part Time	54,169	27.8%	8,996	5,216	5,216
<b>Other Salary Components:</b>					
25% of Holiday pay out, Longevity	12,019	10.2%	1,905	1,803	1,746
<b>Non-Salary Personnel Costs:</b>					
PERS @ 14% of Wages	50,748	5.2%	8,302	8,005	7,997
25% of Health, Dental, Life	55,905	7.6%	9,912	10,029	11,032
Medicare, Unemployment	327	-89.6%	363	442	442
Workers Comp. @ 4.18% of Wages	3,362	-83.9%	2,479	1,658	1,657
10% of Uniform Allowance	404	-88.7%	475	421	421
<b>TOTAL PERSONNEL</b>	<b>473,231</b>	<b>0.2%</b>	<b>80,827</b>	<b>77,736</b>	<b>78,672</b>

ACCOUNT	2009 ACTUAL	%	2010 ACTUAL	2011 ESTIMATE	2012 BUDGET
10% Travel/Training	31	-97.9%	13	15	15
10% 911 Upgrade/Maintenance	763	-82.9%	764	764	764
10% "800" Radio	1,129	-92.1%	1,778	1,231	1,231
10% TAC Software Maint	557	-89.7%	557	1,308	897
5% Building Maintenance	208	-96.1%	200	200	200
10% Computer Supplies	708	-95.8%	528	583	583
10% Office Supplies	223	-91.1%	373	250	250
10% 911 Equipment Lease	3,002	-90.0%	3,177	3,002	3,002
<b>TOTAL NON-PERSONNEL</b>	<b>6,621</b>	<b>-91.8%</b>	<b>7,388</b>	<b>7,352</b>	<b>6,941</b>
<b>TOTAL OPERATING</b>	<b>479,852</b>	<b>-11.2%</b>	<b>88,216</b>	<b>85,088</b>	<b>85,613</b>

Contract Amount for 2012 Period	\$ 678,307
% difference between 2011 (\$530,000) & proposed 2012	28.0%
14% increase over 2011 for 2012	\$ 604,200
6% increase over 2012 for 2013	\$ 640,452
6% increase over 2013 for 2014	\$ 678,879

**VILLAGE OF RICHFIELD  
CALCULATION OF COST OF POLICE SERVICE  
TO RICHFIELD TOWNSHIP**

POLICE & DOG WARDEN SERVICES TO RICHFIELD TOWNSHIP					
PERSONNEL ACCOUNTS	2009 ACTUAL	%	2010 ACTUAL	2010 ESTIMATE	2010 BUDGET
<b>Supervision:</b>					
5% of Chief & Lt. Salaries			7,450	7,568	7,568
<b>Detective Services:</b>					
20% of Detective Salaries			25,152	25,911	25,911
<b>Patrol Services 24/7, 4.2 Officers:</b>					
1 Sergeant's Salary			66,440	68,444	68,444
3.2 Full Time Patrolmen's Salary			189,829	195,524	195,524
<b>D.A.R.E. Officer:</b>					
1/3 of D.A.R.E. Officer Salary	9,578	48.9%	2,960	3,048	3,048
<b>Dog Warden:</b>					
10% Dog Warden	31,790	6.2%	6,549	6,745	6,745
<b>Overtime &amp; Part-time:</b>					
1/3 of Budgeted Overtime	189,791	3.0%	11,392	10,812	10,812
1/3 of Part Time	130,086	27.1%	46,905	47,811	47,811
<b>Other Salary Components:</b>					
25 % Holiday pay out, Longevity	43,870	12.2%	10,535	11,055	12,246
<b>Non-Salary Personnel Costs:</b>					
Police Pension @ 19.5% of	208,590	9.3%	71,606	73,499	73,731
25% of Health, Dental, Insurance	169,358	8.3%	42,666	42,139	40,810
25% Medicare, Unemployment	19,291	5.3%	4,509	4,529	4,529
Workers Comp. @ 4.18% of	52,126	-34.2%	18,343	13,062	13,103
25% of Uniform Allowance	17,352	2.0%	4,422	4,555	4,691
25% of Bullet Proof Vests	0		1,500	0	0
<b>TOTAL PERSONNEL EXPENSES</b>	<b>871,832</b>		<b>510,259</b>	<b>514,701</b>	<b>514,973</b>

NON-PERSONNEL ACCOUNTS	2009 ACTUAL	%	2010 BUDGET	2010 ESTIMATE	2010 BUDGET
25% Travel & Training	5,683	-37.5%	433	1,125	625
5% Kennel Supplies	351	7.4%	23	35	35
25% Safety Town	1,459	-37.1%	219	446	446
5% K-9 Unit Costs	419	-10.7%	251	21	21
5% Veterinarian Services	134	-64.8%	27	22	22
5% Electric	38,779	-4.9%	1,819	1,739	1,774
5% Gas Heat	19,603	-17.4%	795	802	818
25% Telecom	16,973	5.3%	3,539	4,757	4,757
25% LEEDS Service	8,964	-35.3%	1,681	1,681	1,681
25% County Radio Service	4,104	537.8%	432	864	864
5% Building Maint	14,082	-17.4%	420	675	675
10% Miscellaneous	517		53	82	82
10% Insurance/Bonds	28,418	0.8%	2,341	1,985	2,044
10% Dues, Subscriptions	3,660	16.3%	369	507	507
10% Legal Research	0		168	171	671
25% Copiers	3,542	-20.1%	795	1,198	1,198
25% Postage	1,005	-8.2%	171	165	165
10% Computer Supplies	18,460	-13.1%	3,671	1,027	1,027
10% Office Expenses	4,462	7.8%	136	189	209
33% D.A.R.E. Supplies	1,859		552	0	660
33% Fuel	59,658	-31.1%	22,170	25,913	28,504
25% Operating Supplies	491	-63.0%	637	929	929
10% Jail Supplies	3,261	16.0%	206	224	224
10% Repair & Maintenance	43,682	12.6%	3,832	3,263	3,263
25% Equipment	6,405	-56.0%	2,799	1,522	1,522
Police Vehicle - 1 each year			23,600	0	25,000
<b>TOTAL NON-PERSONNEL</b>	<b>285,969</b>	<b>-17%</b>	<b>71,138</b>	<b>49,340</b>	<b>77,721</b>

<b>TOTAL OPERATING COSTS</b>	<b>1,157,801</b>	<b>-37.1%</b>	<b>581,396</b>	<b>564,041</b>	<b>592,694</b>
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