

RESOLUTION NO.

29-2008

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A DISPATCH SERVICE AGREEMENT WITH THE VILLAGE OF PENINSULA


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 Dispatch Service Agreement for a period of three (3) years with the Village of Peninsula, 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: 6/17/08

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

Dated: 6/17/08

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

## 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 15<sup>th</sup> day of July, 2008 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 day per week dispatching services for the Peninsula Police Department.
2. Duties. If requested by Peninsula, Richfield shall provide to Peninsula a schedule of dispatching services performed for the Peninsula Police Department.
3. Term. The term of this Agreement shall be three years beginning July 1, 2008 and shall continue in force and effect until and including June 30, 2011.
4. Price. Peninsula agrees to pay Richfield the following installments:
  - a. 1<sup>st</sup> year \$22,575.00
    - i. \$5,643.75 due 7/1/2008 and 10/1/2008
    - ii. \$5,643.75 due 1/1/2009 and 4/1/2009
  - b. 2<sup>nd</sup> year \$23,703.75
    - i. \$5,925.94 due 7/1/2009 and 10/1/2009
    - ii. \$5,925.94 due 1/1/2010 and 4/1/2010
  - c. 3<sup>rd</sup> year \$24,888.94
    - i. \$6,222.23 due 7/1/2010 and 10/1/2010
    - ii. \$6,222.23 due 1/1/2011 and 4/1/2011
5. 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.
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. 29 - 2008 of the Village of Richfield and Resolution No. 114-2008 of the Village of Peninsula, Summit County, Ohio.

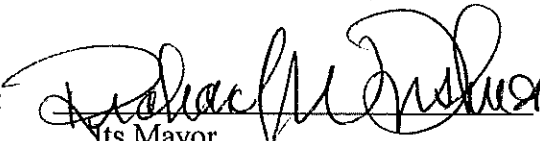
IN WITNESS WHEREOF, the parties have executed this Agreement at Richfield, Ohio as of the date first above written.

VILLAGE OF RICHFIELD

By:   
Its Mayor

And:   
Its Finance Director

VILLAGE OF PENINSULA

By:   
Its Mayor

And:   
Its Clerk/Treasurer

1582 MAIN ST POBOX 1777  
Street Address

PENINSULA OH 44264  
City, State, Zip

330-657-2714  
Telephone Number