

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

WHEREAS, Richfield has provided dispatching services to the Peninsula Police Department under an existing agreement entered into on July 10, 2017; and

WHEREAS, the current Dispatch Service Agreement between Richfield and Peninsula expires on June 30, 2020; and

WHEREAS, Richfield and Peninsula wish to renew the Dispatch Services Agreement for a new three-year term but due to financial uncertainties caused by the COVID-19 pandemic and upcoming labor negotiations, the parties agree that it is in the best interest of both Richfield and Peninsula to renew of the Dispatch Services Agreement for a limited period of time in order to allow the parties sufficient time to negotiate a new full three-year term that takes into account COVID-19 related financial losses and potential wage increases as result of labor negotiations; and

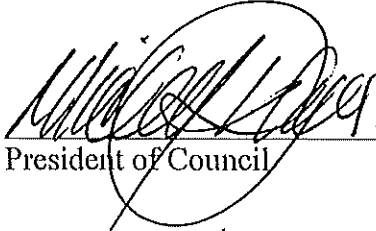
WHEREAS, the Mayor has recommend entering into renewal agreement with Peninsula for dispatch services from July 1, 2020 through December 31, 2020.

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

- SECTION 1. That the Mayor and Finance Director are authorized and directed to enter into an Agreement with the Village of Peninsula substantially in the form of the agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference, for dispatch services commencing July 1, 2020 and terminating December 31, 2020.
- SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
- SECTION 3. That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that it is immediately necessary because the current dispatching services agreement expires soon and any delay in executing the agreement will impact the provision of police services; 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: 6-16-2020

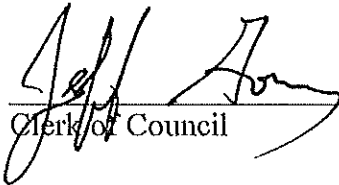


President of Council



Mayor

ATTEST:



Clerk of Council

Dated: 6/29/2020

DISPATCH SERVICE AGREEMENT

Pursuant to R.C. 737.04 and 737.041, together with the exercise of the powers set forth in the Village of Richfield Charter and other provisions of Ohio law, this Agreement is made this _____ day of _____, 2020 by and between the Village of Richfield, Ohio (“Richfield”), 4410 W. Streetsboro Road, Richfield, Ohio and the Village of Peninsula, Ohio (“Peninsula”).

RECITALS

WHEREAS, Richfield has provided dispatching services to the Peninsula Police Department under an existing agreement entered into on July 10, 2017; and

WHEREAS, the current Dispatch Service Agreement between Richfield and Peninsula expires on June 30, 2020; and

WHEREAS, Richfield and Peninsula wish to renew the Dispatch Services Agreement for a new three-year term but due to financial uncertainties caused by the COVID-19 pandemic and upcoming labor negotiations, the parties agree that it is in the best interest of both Richfield and Peninsula to renew of the Dispatch Services Agreement for a limited period of time, up to and including December 31, 2020.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Purpose. Richfield agrees to provide 24-hour, seven day per week dispatching services for the Peninsula Police Department.
2. Term. The term of this Agreement shall be the final two quarters of 2020 (July 1, 2020 through September 30, 2020 and October 1, 2020 through December 31, 2020) and shall continue in force and effect until and including December 31, 2020. The agreement may be renewed but only upon the written agreement of both parties prior to December 31, 2020.
3. Price. Peninsula agrees to pay Richfield the following installments:
 - a. 3rd Quarter of 2020 (July 1, 2020 through September 30, 2020): \$8,504.50
 - b. 4th Quarter of 2020 (October 1, 2020 through December 31, 2020): \$8,504.50

The above payments shall be paid within thirty (30) days of Peninsula receiving an invoice from Richfield for dispatching services provided by Richfield.

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 by Richfield.

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 or without cause with at least 90 days written notice to the other party. In addition, in the event that Peninsula is more than 30 days late with respect to any payment due under Section 3, above, Richfield may, in its discretion, terminate this Agreement upon ten (10) days written notice to Peninsula.
7. Modification. No modification to this Agreement shall be effective unless made in writing and signed by both parties.
8. Assignment. Neither party may assign this Agreement without the written consent of the other party.
9. Severability. The provisions of this Agreement are severable. 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. Notices. Notices issued pursuant to or relating to this Agreement shall be provided, in a writing delivered by (1) U.S. Mail or overnight delivery or (2) by electronic mail, to the Mayor of the municipality to whom the notice is directed, with a copy to the Chief of Police or equivalent of that municipality.
11. Entire Agreement. This Agreement is the entire understanding of the parties with respect to Police Dispatch. Any promise or condition not contained in this Agreement is not binding on the parties.
12. Authorization. This Agreement is entered into pursuant to Resolution No. ____-2020 of the Village of Richfield and Resolution No. _____ of the Village of Peninsula, Summit County, Ohio.

[Remainder of Page Intentionally Left Blank]

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

VILLAGE OF RICHFIELD

VILLAGE OF PENINSULA

By: _____
Its Mayor

By: _____
Its Mayor

And: _____
Its Finance Director

And: _____
Its Fiscal Officer

Approved as to form:

Approved as to form:

Director of Law
Village of Richfield

Village Solicitor
Peninsula