

**VILLAGE OF BOSTON HEIGHTS
SPECIAL MEETING OF COUNCIL
AGENDA
NOVEMBER 26, 2013
6:30PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ALSO: Mayor Bill Goncy, Fiscal Officer Betty Klingenberg, Solicitor Marshal Pitchford, Engineer Dave Krock

Antal X - Baxter X - D.Blakeney X - G.Blakeney X - Fenn X - Polyak ABSENT

SUSPEND RULES AGENDA APPROVED "as amended to add 3rd resolution"

RESOLUTIONS

**RESOLUTION 2013-11-63
(First Reading)**

ADOPTED: ORD 2013-11-63

A RESOLUTION TO PROVIDE LEGAL SERVICES FOR THE VILLAGE OF BOSTON HEIGHTS AND CONFIRMING THE APPOINTMENT OF MARSHAL M. PITCHFORD AS SOLICITOR, AND DECLARING AN EMERGENCY

Note: We subsequently asked why the new contract was going into effect when there were still two months remaining on the previous contract. Mr. Pitchford explained that it was the outcome of contract negotiations with the Village administration. Per hour rates will rise from \$135 to \$150, with specialty legal assistance billed at regular rates. (Mr. Pitchford noted that his firm normally bills his time considerably higher than these rates.)

**RESOLUTION 2013-11-64
(First Reading)**

**ADOPTED: ORD 2013-11-64
(as amended)**

A RESOLUTION AUTHORIZING AND APPOINTING KROCK ESSER ENGINEERING, INC. AS VILLAGE ENGINEER AND ZONING INPECTOR, AUTHORIZING THE MAYOR TO ENTER A CONTRACT AND DECLARING AN EMERGENCY

Note: Mr. Krock noted that Zoning Inspector administration was taking considerably more time and effort than originally predicted -- more like 26 hours per month, or more. He is therefore setting the per-monthly charges for that work considerably higher as well. He noted that the Village might instead prefer to take that function back internally, with a semi-volunteer Zoning Inspector as previously, but Council appeared to have no appetite for this option.

RESOLUTION 2013-11-65
(First Reading)

A RESOLUTION AMENDING RESOLUTION 2013-10-51
REPLACING CONTRACT EXHIBIT AND DECLARING
AN EMERGENCY.

ADOPTED: ORD 2013-11-65

Note: This revises the Police Dispatch contract w/ Vlg of Richfield. Mr. Pitchford noted that some language was changed to account for the possibility of future expansion in the coverage area for the Village's Police Department -- for example, if the Village were to take over coverage for Boston Township.

ADJOURN

NOTICE: The complete text of each such Ordinance or Resolution may be obtained or viewed at the Boston Heights Village Hall, 45 East Boston Mills Road in the Office of the Fiscal Officer during office hours.

VILLAGE OF BOSTON HEIGHTS
RESOLUTION NO: 2013-11-63
FIRST READING - **ADOPTED**

A RESOLUTION TO PROVIDE LEGAL SERVICES FOR THE VILLAGE OF BOSTON HEIGHTS AND CONFIRMING THE APPOINTMENT OF MARSHAL M. PITCHFORD AS SOLICITOR, AND DECLARING AN EMERGENCY

WHEREAS, Council has agreed to authorize an agreement and to further approve this appointment of MARSHAL M. PITCHFORD as Solicitor.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Boston Heights, county of Summit, and State of Ohio:

Section 1: The Mayor is authorized and directed to enter into an agreement with Marshal M. Pitchford to provide legal services to the Village, in accordance with the fees, scope of services and billing rate contained in the agreement, which is attached as Exhibit "A" and incorporated into this Resolution as though fully rewritten herein.

Section 2: The appointment of Marshal M. Pitchford as Solicitor of the Village of Boston Heights is hereby authorized and confirmed. The Solicitor is hereby authorized and directed to appoint a prosecutor for the Village in accordance with the terms of the agreement attached hereto as Exhibit "A."

Section 3: The Solicitor and Prosecutor shall each be paid a monthly One Thousand Dollar (\$1,000) retainer. Additional compensation beyond that amount is to be provided as set forth in the agreement attached hereto as Exhibit "A."

Section 4: All prior resolutions and ordinances that relate to or in any way conflict with this measure are hereby repealed and rescinded.

Section 5: All formal actions of this Council related to this Resolution and all deliberations of the 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 6: This Resolution is declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience, and welfare of the Village of Boston Heights and the inhabitants thereof, and for the further reason that this Resolution must be immediately effective in order to provide for the immediate legal services provided for herein, which are necessary to preserve and protect the legal interests of the Village. This Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED:

BILL GONCY, Mayor

ATTEST:

I, BETTY KLINGENBERG, Fiscal Officer and Clerk of the Council for the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution **2013-11-63** was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on this 26th day of November, 2013.

BETTY KLINGENBERG, FISCAL OFFICER

AGREEMENT: EXHIBIT A FOR RESOLUTION 2013-11-63

THIS AGREEMENT made this 26th day of November, 2013, by and between the Village of Boston Heights, an Ohio municipal corporation (Village”) and MARSHAL M. PITCHFORD, an attorney licensed to practice law in the state of Ohio (“Attorney”).

SECTION I. SOLICITOR SERVICES: Attorney shall provide the following legal services:

A. Advise the Village, Mayor, officers and departments of the Village and the Village Council in all matters relating to their official duties, and shall give legal opinions in writing when requested.

B. Draft, review and provide counsel on legislation (ordinances and resolutions) as requested by Council, and prepare, review and provide counsel on all regular notices, contracts, opinions, memoranda, employment matters, and status reports as requested by the Council, Mayor, or Fiscal Officer.

C. Attend all regular meetings of the Council, unless excused therefrom, and attend when requested and needed, Council Committee meetings, special Council meetings, the meetings of the Planning Commission, the Board of Zoning Appeals and other committees and/or boards of the Village.

D. Undertake, as Council shall require, litigation on behalf of the Village, and undertake directly the defense of litigation on behalf of the Village, when other representation is not required by contract or action of Council. Litigation shall be initiated only in accordance with state law and the Codified Ordinances of the Village.

E. For all regular services as described in Section I, the Solicitor, at his discretion, may utilize members of his law firm or another law firm to assist in providing services to the Village at the hourly rate provided in Subparagraph III(A).

SECTION II. PROSECUTOR SERVICES: Attorney shall appoint a Prosecutor, in the Attorney’s discretion, who shall provide the following legal services:

A. Advise the Village, officers, police department and Village Council in all matters relating to criminal, traffic, and/or Mayor’s Court matters.

B. Prosecute and/or represent the Village and/or the State of Ohio on all criminal, zoning, traffic and other matters in all courts.

C. Represent the Village as provided under Ohio law and the Village’s Codified Ordinances.

D. For all regular services as described in Section II, the Solicitor, at his discretion, may utilize members of his law firm or another law firm to assist in providing services to the Village at the hourly rate provided in Subparagraph III(A).

SECTION III. COMPENSATION: The Village shall pay for these services as follows:

A. The Solicitor and Prosecutor shall each be paid a monthly retainer as an employee and be compensated at an hourly rate for services on a contract basis. For all regular services described in Sections I and II, a fee of One Hundred Fifty Dollars (\$150.00) per hour shall be charged and billed each month. Any increase above this amount must be approved by Council. The Solicitor's full monthly retainer shall be set-off against the monthly fees incurred at the applicable hourly rate. Half of the Prosecutor's monthly retainer shall be set-off against the monthly fees incurred at the applicable hourly rate.

B. For all services which are not of a regular nature, including, but not limited to, services related to environmental, labor, bond proceedings or public improvements, the Solicitor, at his discretion, may utilize members of his law firm or another firm to assist in providing legal services to the Village. The appointed attorneys' standard hourly rates shall apply for these services, and authorization for such rates is hereby given.

C. The Solicitor shall have the authority to retain outside counsel on any matter to which he may have a conflict and would be unable to represent the Village at the hourly rates as set forth and identified in Subparagraph III (A or B).

SECTION IV. TERM AND TERMINATION:

A. The initial term of this Agreement shall be two (2) years. Thereafter, the Agreement shall continue from year to year in one-year terms, unless modified by mutual consent of the parties or terminated as called for herein.

B. Either party may cancel the Agreement at any time by giving a written sixty (60) day notice to the other party. Solicitor shall, within thirty (30) days after termination of the Agreement, provide a written summary of all of the Village's outstanding legal matters for which the Solicitor had responsibility.

SECTION V. MISCELLANEOUS:

A. Expenses: The Village will be responsible for the payment of necessary expenses incurred by Solicitor in the performance of the legal work described herein.

B. Malpractice Insurance: Solicitor and his appointees shall carry malpractice insurance and provide proof of coverage to the Village.

C. Other Employment and Practice: Solicitor may represent, perform services for, and be employed by any additional clients, persons or companies as an attorney, as the Solicitor shall in his sole discretion determine.

D. Assignment: The rights and duties under this Agreement may not be assigned by either party without prior written consent.

The provisions of this Agreement shall take effect on the 1st day of December, 2013.

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

VILLAGE OF BOSTON HEIGHTS

Bill Goney, Mayor

Marshal M. Pitchford

Approved as to form:

Counsel for the Village

FINANCE DIRECT CERTIFICATION

I certify, as of this date the Village entered into this Agreement, and as of this date, the funds required for the payment of the obligations incurred were lawfully appropriated for the purposes described and were in the treasury or in the process of collection to the credit of the appropriate fund, free from any encumbrances.

Date: _____

Betty Klingenberg, Fiscal Officer

VILLAGE OF BOSTON HEIGHTS
RESOLUTION NO: 2013-11-64
FIRST READING - **ADOPTED, as amended**

**A RESOLUTION AUTHORIZING AND APPOINTING KROCK ESSER
ENGINEERING, INC. AS VILLAGE ENGINEER AND ZONING INSPECTOR,
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND DECLARING
AN EMERGENCY.**

BE IT RESOLVED by the Council of the Village of Boston Heights, County of Summit and State of Ohio:

Section 1: That **Krock Esser Engineering, Inc.** is hereby appointed to the positions of Village Engineer/Street Commissioner **and Zoning Inspector** for the Village of Boston Heights, Ohio for December 2013 and the years ~~2013 and 2014~~ **2014 and 2015**. The Mayor is hereby authorized to enter into the agreement attached hereto as Exhibit "A," for the term of January 1, 2014 through December 31, 2015.

Section 2: That effective December 1, 2013, **Krock Esser Engineering, Inc.** shall assume and fulfill the duties imposed upon it by virtue of its respective positions according to the Ordinances of the Village of Boston Heights, Ohio and the Statutes of the State of Ohio. Compensation shall be as set forth in Exhibit "A."

Section 3: Should the rates for services be increased by the Village Engineer or any Inspectors appointed hereunder during the term of this appointment and agreement, such appointment hereunder shall be subject for review.

Section 4: That all Resolutions and Ordinances which are in conflict with this Resolution are hereby replaced and/or rescinded.

Section 5: That Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 6: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of the Village residents and to allow for the continued operations of the Village Engineer, Street Commissioner and Zoning Inspector and shall therefore take effect and be in force from and immediately after its passage.

PASSED:

BILL GONCY, Mayor

ATTEST:

I, BETTY KLINGENBERG, Fiscal Officer and Clerk of the Council for the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution **2013-11-64** was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on this 26th day of November, 2013.

BETTY KLINGENBERG, FISCAL OFFICER

AGREEMENT: EXHIBIT A FOR RESOLUTION 2013-11-64

EDITOR'S NOTE: On December 8, 2013 we received the text of this exhibit in response to our public records request of Saturday, November 23, 2013.

Krock * Esser

Krock Esser Engineering, Inc.

3030 West Streetsboro Road, Richfield, OH 44286 Office: 330.657.2145 Website: www.krockesser.com

RE: Boston Heights Village Engineer *Contract for 2014 & 2015*

The following scope of services, price proposal, and schedule of services represent our understanding of the needs of the Village, based upon prior discussions, meetings, and/or additional information made available at the time of this proposal. We look forward to our role in your community.

Proposal Outline

| | |
|--|---|
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| Identification..... | 1 |
| Task #1 Standard Engineering Services..... | 2 |
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Identification

The parties of the Agreement shall be referred to within this document as follows:

- * "Village" shall refer to the Village of Boston Heights, Summit County, Ohio
- * "Engineer" shall refer to Krock Esser Engineering, Inc.

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Krock * Esser
Boston Heights Village Engineer
Contract for 2014 & 2015

Task # 1 Standard Engineering Services

- Provide an Engineer in your community for a Set Price, Set Hours, and Set Duties.
- The following services are included:
 - ♦ Total Hours of Service
 - 8 hours per week (average) (50 weeks/year) @ \$60/hr = \$2,000/month
 - Hours will likely be higher during the peak construction season and emergency situations, and may be lower during the off-peak/winter months, etc.
 - However, the price is set and will not change.
 - ♦ Office Hours at the Village Municipal Center
 - Monday thru Thursday: TBD - in coordination with Village Staff
 - Friday; As necessary to meet with residents or monitor projects
 - Saturday / Sunday: Special Projects or Emergency Situations Only
 - ♦ Meeting Hours (as requested or necessary)
 - Attendance of Council Meetings, as required
 - Attendance of Planning Commission, Zoning Meetings, as required
 - Special meetings at the Village Municipal Center
 - Special meetings to attend on behalf of the Village, at neighboring communities, counties, or state agencies. (MPO, County, ODOT, Soil & Water, etc.)
 - Special meetings with funding agencies for project grants and loans
 - ♦ Office Hours at KEE's Corporate Office
 - Coordination of Village Issues, Grant Applications, Report Preparation, etc.
 - ♦ Technical Advisor on engineering issues referred from the Mayor, Council, Committees, or other Village Departments (Finance, Service, Economic Development, Building, Law).
 - ♦ Represent the Village to advise property owners on problems pertaining to engineering, as they may relate to public sewers, waterlines, drainage patterns, and building grades.
 - ♦ Represent the Village on issues related to the National Flood Insurance Program.
 - ♦ Prepare the Annual Report to Ohio EPA regarding NPDES Phase 2 Permit (MS4).
 - ♦ Review and prepare preliminary sketches, layouts, estimates, or reports, concerning potential future capital improvement projects or repair projects.
 - ♦ Review and prepare funding applications for various funding sources and projects.
 - Assist the Village in preparation of resources necessary to work with the various funding agencies such as CDBG, OPWC, ODNR, FEMA, EPA, OWDA, ODOT, or the Federal government via appropriations including:
 - Low-To-Moderate Income Studies
 - Capital Improvement Plans
 - Utility Rate Structures
 - ♦ Work with the Village administrative staff to organize, manage, and update, all Village Engineering related files, standards, and details.
 - ♦ Field review all projects, issues, and emergency situations.
 - ♦ Provide a report to Council regarding the status of all engineering related matters

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Krock * Esser
Boston Heights Village Engineer
Contract for 2014 & 2015

Task #2 Zoning & Street Commissioner Services

- The following services are included:
 - ♦ Total Hours of "Base Service"
 - 3 hours per week (average) (50 weeks/year) @ \$40/hr = \$500/month
 - 2013 Historical Data shows 12 hours average/month.
 - Weekly Drive-thru & Visual Review of entire Village (All streets)
 - Weekly Report of Findings
 - Zoning Report - violations, issues, ongoing work
 - Streets Report - pavement, drainage, signs, etc.
 - Action Items contained in the Streets Report will be sent to the Mayor and Street Department Superintendent for their review and work priority list.
 - Action Items contained in the Zoning Report will be Addressed by the Zoning Inspector (KEE) under the "Miscellaneous Services" Section.
 - ♦ Total Hours of "Miscellaneous Services":
 - 3 hours per week (average) (50 weeks/year) @ \$40/hr = \$500/month
 - 2013 Historical Data shows 14 hours average/month.
 - Services Include:
 - Phone Calls & Meetings with Applicants at Village Hall
 - Violation Letters
 - Inspections & Re-Inspections
 - BZA Meetings & Planning Commission Meetings
 - Specific Field/Site Reviews that cannot take place during the weekly drive-thru of the Village, etc.

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Krock * Esser
Boston Heights Village Engineer
Contract for 2014 & 2015

Task #3 Professional Design Service Contracts

- This Task covers Professional Design Service Contracts, such as:
 - ♦ Pre-Design Services (Survey, Environmental, Traffic, Geotechnical, etc.)
 - ♦ Engineering Design Services (Construction Plans & Specifications)
 - ♦ Public Bidding & Award Services
 - ♦ Construction Administration, Management, Inspection & Testing (CA/CM/CI)
 - ♦ Reports & Studies (Flood Studies, Traffic Studies, Environmental Studies, etc.)
 - ♦ Criteria Engineer/Architect Services (per ORC 153.692)
- Typical Engineering Design Projects requiring Professional Design Services:
 - ♦ Streets, Waterlines, Sanitary Sewers, Storm Sewers, Bridges and Culverts
 - ♦ Other publicly owned infrastructure projects
- Prior to commencing work, all Professional Design Service Contracts shall have the following:
 - ♦ Detailed Scope of Services, Itemized Pricing, and Project Schedule
 - ♦ Council Authorization to Proceed
- If changes in the Scope of Services for a project are necessary, a revised price proposal and schedule shall be provided to the Village for approval, prior to proceeding with the work.

Task #4 Private Sector Developments

- Engineer will utilize its "ERA / CRA" Program to provide professional engineering representation on behalf of the Village, for all Private Sector Development Projects, at no cost to the Village.
- The following services are included:
 - ♦ The Engineer shall review all engineering plans, plats, easements, etc., required for the construction of new developments, utilities, or building additions.
 - ♦ The Engineer shall provide construction administration services, including pre-construction meetings, shop drawing review, progress meetings, and punch-list items.
 - ♦ The Engineer shall provide construction inspection and testing services to verify that the public infrastructure is being constructed to Village standards.
 - ♦ The Engineer shall coordinate with the bonding companies and financial institutions to guarantee the proper completion of all construction.
- **Engineering Review Account (ERA) & Construction Review Account (CRA) Program:**
 - ♦ The Engineer shall work with the Village to setup the ERA/ CRA Accounts.
 - ♦ The Engineer shall require an initial deposit to the ERA/CRA Account by the Developer.
 - ♦ The Engineer shall require additional deposits to the ERA / CRA Account, as necessary, throughout the duration of the project, by the Developer.
 - ♦ The Engineer shall grant no approvals until all requested deposits are made.
 - ♦ The cost of the ERA / CRA services shall be tracked and itemized for invoicing to the Village.
 - ♦ Village shall pay the Engineer for such services via the ERA / CRA Account deposits.
- This deposit-based system (ERA/CRA) guarantees that the Developer pays in advance for all Village Engineer reviews. There is no cost and no risk to the Village.

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Krock * Esser
Boston Heights Village Engineer
 Contract for 2014 & 2015

Price Proposal

| <i>Description</i> | <i>Rates</i> |
|--|------------------------------------|
| <i>Task #1 Standard Engineering Services</i> | \$ 2,000 /month \$ 24,000 /year |
| <i>Task #2 Zoning & Street Commissioner Services</i> | \$ 1,000 /month \$ 12,000 /year |
| <i>Subtotal (Task #1 and Task #2)</i> | \$ 3,000 /month \$36,000 /year |
| <i>Task #3 Professional Design Service Contracts</i> | \$ Fixed Price per Project |
| <i>Task #4 Private Sector Developments</i> | \$ Developer Cost |
| <i>Description of Personnel</i> | <i>Rates</i> |
| <u><i>Engineering Services</i></u> | |
| <i>Principal Partner</i> | \$ 130 /hr |
| <i>Registered Engineer</i> | \$ 110 /hr |
| <i>Senior Designer</i> | \$ 90 /hr |
| <i>Designer 3</i> | \$ 80 /hr |
| <i>Designer 2</i> | \$ 60 /hr |
| <i>Designer 1</i> | \$ 50 /hr |
| <u><i>Planning & Landscape Architecture</i></u> | |
| <i>Landscape Architect/Land Planner</i> | \$ 100 /hr |
| <i>Landscape Designer</i> | \$ 75 /hr |
| <u><i>Construction Services (CA/CM/CI)</i></u> | |
| <i>Construction Engineer</i> | \$ 100 /hr |
| <i>Construction Manager</i> | \$ 80 /hr |
| <i>Construction Inspector 2</i> | \$ 56 /hr |
| <i>Construction Inspector 1</i> | \$ 46 /hr |
| <u><i>Surveying Services</i></u> | |
| <i>Registered Surveyor</i> | \$ 90 /hr |
| <i>Survey Crew</i> | \$ 125 /hr |
| <u><i>Administrative Services</i></u> | |
| <i>Office Administration</i> | \$40.00 |

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Krock * Esser
Boston Heights Village Engineer
Contract for 2014 & 2015

Contract Term

Contract shall commence on January 1, 2014 and terminate on December 31, 2015.

Termination Clause

Upon 60 days advance written notice, either contracted party (Village or Engineer), may request termination of the contract. The termination date shall be the last day of any month, a minimum of 60 days from the date of written notice. All contract requirements and payment requirements shall apply through the final date of termination.

Authorization

Krock Esser Engineering Inc.

[signed: David Krock / 12/3/2013]
David G. Krock, PE
Vice President

[signed: Eugene Esser / 12/3/2013]
Eugene P. Esser, PE, PS
President

Village of Boston Heights

[signed: Mayor Bill Gonyea / Dec. 2, 2013]
Name **Date**

[initialed: MP / Dec. 2, 2013]
Name **Date**

VILLAGE OF BOSTON HEIGHTS
RESOLUTION NO: 2013-11-65
FIRST READING - **ADOPTED**

**A RESOLUTION AMENDING RESOLUTION 2013-10-51 REPLACING CONTRACT
EXHIBIT AND DECLARING AN EMERGENCY.**

WHEREAS, on October 9, 2013, Village Council adopted Resolution 2013-10-51 approving and authorizing the Mayor to enter into an Agreement with Richfield for the purposes of police dispatch contract; and

WHEREAS, further negotiations between Richfield and Boston Heights have taken place since the original adoption of Resolution 2013-10-51 as to the terms of the dispatch contract; and,

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

Section 1: That Resolution 2013-10-51 be hereby amended to have Exhibit "A" replaced with the contract that is attached hereto as Exhibit "A-1."

Section 2: That the Mayor and Village Fiscal Officer are hereby authorized and directed to carry out all necessary actions in order to implement the subject Police Dispatch Agreement and the terms of this Resolution.

Section 3: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and welfare of the community for the reason that improved communications between safety forces can be achieved through this arrangement because of the improved technology through the use of 800 MHz radios and the fact that fire and emergency medical dispatch services to the Village are already being provided by Richfield, and to otherwise comply with the requirements of the Ohio Revised Code. It shall take effect and be in force from and after its passage.

PASSED:

BILL GONCY, Mayor

ATTEST:

I, BETTY KLINGENBERG, Fiscal Officer and Clerk of the Council for the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution **2013-11-65** was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on this 26th day of November, 2013.

BETTY KLINGENBERG, FISCAL OFFICER

AGREEMENT: EXHIBIT A-1 FOR RESOLUTION 2013-11-65

EDITOR'S NOTE: On December 11, 2013 we received the text of this exhibit in response to our public records request of Saturday, November 23, 2013.

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 [3rd] day of [December], 2013 by and between the Village of Richfield, Ohio ("Richfield") and the Village of Boston Heights, Ohio ("Boston Heights")

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

1. Purpose. 1. Richfield agrees to provide 24-hour, seven day per week dispatching services for the area served by the Boston Heights Police Department as of November 1, 2013, as described in the attached Exhibit A. Provision of dispatching services for a larger or different area served by the Boston Heights Police Department shall require the consent of the Village of Richfield, embodied in an amendment to this Agreement.
2. Term. The term of this Agreement shall be three years beginning January 1, 2014 and shall continue in force and effect until and including December 31, 2016. The agreement may be renewed but only upon the written agreement of both parties prior to December 31, 2016.
3. Price. Boston Heights agrees to pay Richfield the following installments:
 - a. 1st year \$60,000.00, payable as \$15,000.00 due on each of the following dates: January 1, 2014, April 1, 2014, July 1, 2014 and October 1, 2014.
 - b. 2nd year \$61,800, payable as \$15,450.00 due on each of the following dates: January 1, 2015, April 1, 2015, July 1, 2015 and October 1, 2015.
 - c. 3rd year \$63,654, payable as \$15,913.50 due on each of the following dates: January 1, 2016, April 1, 2016, July 1, 2016 and October 1, 2016.
4. Hold Harmless. Boston Heights 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, Boston Heights 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 Boston Heights 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 Boston Heights 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 Boston Heights.

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, and, (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. [78]-2013 of the Village of Richfield and Resolution No. [2013-10-51] of the Village of Boston Heights, 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: [signed: Bobby Beshara]
Its Mayor

And: [signed: Sandy Turk]
Its Finance Director

Approved as to form:

Village Solicitor, Richfield

VILLAGE OF BOSTON HEIGHTS

By: [signed: Bill Goncy]
Its Mayor

And: [signed: Betty Klingenberg]
Its Fiscal Officer

[45 E. Boston Mills Road] / street address
[Hudson, OH 44236] / city, state, zip
[330-650-4111] / telephone number

Approved as to form:

[signed: MP]
Village Solicitor, Boston Heights

Editor's Note: Exhibit A of this agreement consisted of a copy of the Village of Boston Heights Zoning Map.