

RESOLUTION NO. 50-2017

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT FOR DISPATCH SERVICES WITH THE VALLEY FIRE DISTRICT

WHEREAS, the Mayor has recommended entering into an Agreement with the Valley Fire District for dispatch services for three (3) years commencing November 16, 2017 through November 15, 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 the Finance Director be, and they hereby are, authorized and directed to enter into an Agreement with the Valley Fire District for dispatch services for three (3) years commencing November 16, 2017 in accordance with the Agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. It is found and determined that all formal actions of this Council concerning and related 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 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 10-3-17

[Signature]
President of Council

[Signature]
Mayor

ATTEST:

[Signature]
Clerk of Council

Dated: 10-3-17

EXHIBIT A

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 _____ day of _____, 2017 by and between the Village of Richfield, Ohio ("Richfield") and the Valley Fire District ("District"). (Richfield and the District are collectively referred to as the "Parties.")

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

1. Purpose. Richfield will provide 24-hour, seven days per week dispatching services for the District.
2. Term. The term of this Agreement shall be three years beginning November 16, 2017 and shall continue in force and effect until and including November 15, 2020.
3. Price. The District agrees to pay Richfield the following amounts:
 - a. 1st year \$34,157 due and payable 11/16/17
 - b. 2nd year \$35,284 due and payable 11/16/18
 - c. 3rd year \$36,449 due and payable 11/16/19
4. Hold Harmless. The District 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.
5. Insurance. During the term of this Agreement, the District 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 the District or its officers or employees.
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. ___-2017 of the Village of Richfield and Resolution No. _____ of the Valley Fire District, Summit County, Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement at Richfield, Ohio.

VILLAGE OF RICHFIELD

VALLEY FIRE DISTRICT

By: _____
Its Mayor

By: _____
Its Chairman

And: _____
Its Finance Director

And: _____
Its Clerk/Treasurer

Dated: _____

Dated: _____

APPROVED AS TO LEGAL FORM.

William R. Hanna, Law Director
Village of Richfield

Street Address

City, State, ZIP

Telephone Number

