

AN ORDINANCE TO AUTHORIZE THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CONTRACT WITH THE VALLEY FIRE DISTRICT FOR THE FURNISHING OF FIRE AND RESCUE RADIO DISPATCH SERVICE AND DECLARING AN EMERGENCY.

WHEREAS, Fire District No. 1 is composed of the area of the Village of Peninsula, Ohio and Boston Township; and

WHEREAS, the radio dispatch facilities of the Village of Richfield are sufficient to allow increased use.

NOW THEREFORE Be It Ordained by the Council of the Village of Richfield, Ohio:

Section 1: The Mayor and Director of Finance are authorized and directed to enter into an agreement for radio dispatching services with the lawfully appointed authorities of Fire District No. 1 in accordance with the agreement now on file in the office of the Director of Public Service.

Section 2: The terms and conditions of the agreement now on file in the office of the Director of Public Service are hereby approved.

Section 3: This Ordinance is determined to be an emergency measure necessary for the immediate preservation of public peace, health or safety for the reason to promote fire safety to inhabitants of Fire District No. 1 and provided this Ordinance receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest date provided by law.

Passed:

10/4/88

David W. Howard

President of Council

Robert A. Waszak

Mayor

Dated: 10/4/88

Attest:

Mary L. Hegley

Clerk of Council

AGREEMENT

This Agreement is entered into on the _____ day of _____, 1988, between the Village of Richfield, Ohio, hereinafter referred to as the Village, and Fire District No. 1, composed of the geographical area of the Village of Peninsula and Boston Township, hereinafter referred to as the District.

In consideration of the promises contained herein, the Village and District agree as follows:

1. The Village will use its excess capacity to provide tone and voice radio dispatching service for the transmission of tone and voice signaling to fire rescue-radio dispatch service employees associated with Fire District No. 1.
2. The District will provide and pay for any required land telephone lines to provide access from the District fire telephone to the Village radio control point.
3. The Fire District will pay to the Village the sum of Four Thousand-Five Hundred Dollars (\$4,500.00) per annum for the dispatching service provided by the Village. The foregoing sum in full, (\$4,500.00), shall be payable on the effective date of the Agreement.
4. The Village of Richfield, its officers, employees, or dispatchers shall not be responsible to Fire District No. 1 or any person because of an act or omission of the Village of Richfield, or its officers, employees, or dispatchers. In the event any claim is made against the Village of Richfield, its officers, employees or dispatchers by reason of any act, or omission, Fire District No. 1 will indemnify and save harmless the Village of Richfield, its officers, employees or dispatchers from fees, costs, expenses, or judgement rendered thereon.
5. This Agreement shall commence and be effective on the date first above written and shall continue thereafter for two (2) years. However, the parties, or either or them, may cancel this Agreement by giving thirty (30) days written notice of such cancellation, and in the event of such cancellation, the Village will forthwith return to Fire District No. 1 the unaccrued portion of the annual dispatching fee on a pro-rated basis.

6. The Village of Richfield enters into this Agreement pursuant to the provisions of Ordinance 48-1988. The District enters into this Agreement pursuant to the provisions of _____.

VILLAGE OF RICHFIELD

By _____
Mayor

Director of Finance

Dated _____

FIRE DISTRICT NO. 1

By _____

Dated _____