

RESOLUTION NO. 97-2005

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT FOR DISPATCH SERVICES WITH VALLEY FIRE DISTRICT NO. 1 AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor has recommended entering into an Agreement with Valley Fire District No. 1 for dispatch services for three (3) years commencing November 16, 2005.

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 Valley Fire District No. 1 for dispatch services for three (3) years commencing November 16, 2005 in accordance with the Agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to effective November 16, 2005; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect and be in force 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: 12/20/05

[Signature]
President of Council

[Signature]
Mayor

Dated: 12/20/05

ATTEST:

[Signature]
Clerk of Council

DISPATCH SERVICE AGREEMENT

This Agreement is made this _____ day of _____, 2005 by and between the Village of Richfield, Ohio ("Richfield") and Valley Fire District ("District") composed of the geographical area of the Village of Peninsula and Boston Township.

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

1. Purpose. Richfield will provide 24-hour, seven day per week tone and voice radio dispatching service for the transmission of tone and voice signaling to fire/rescue radio dispatch service employees associated with the District.
2. Duties. The District will provide and pay for any required land telephone lines and/or adjunct equipment to provide access from the District fire telephone to the Richfield radio control panel.
3. Term. The term of this Agreement shall be three years beginning November 16, 2005 and shall continue in force and effect until and including November 15, 2008.
4. Price. The District agrees to pay Richfield the following amounts:
 - a. 1st year \$14,343.00 due and payable 11/16/05
 - b. 2nd year \$15,060.00 due and payable 11/16/06
 - c. 3rd year \$15,813.00 due and payable 11/16/07
5. Hold Harmless. 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, 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, Valley Fire District will indemnify and hold harmless the Village of Richfield, its officers, employees, or dispatchers from fees, costs, expenses, or judgment rendered thereon.
6. Effective Date. This Agreement shall commence and be effective on the date first above written.
7. Cancellation. Either party may cancel the services of this Agreement with at least thirty (30) days written notice to the other party. In the event of such cancellation, Richfield will forthwith return to the District the unaccrued portion of the annual dispatching fee on a prorated basis.

8. Authorization. Richfield enters into this Agreement pursuant to the provision of Resolution No. ____-2005. The District enters into this Agreement pursuant to the provision of _____.

VILLAGE OF RICHFIELD

VALLEY FIRE DISTRICT

By: _____
Its Mayor

By: _____
Its Chairman

And: _____
Its Finance Director

And: _____
Its Clerk/Treasurer

Date: _____

Date: _____

Street Address

City, State, Zip

Telephone Number

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5. Insurance. During the term of this Agreement, the District shall purchase and keep in place general liability insurance of not less than \$ _____ with the Village named as an additional named insured insuring the Village against liability as a result of any act or omission of the District or its officers or employees.
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