

ORDINANCE NO. 84-1996

Offered by: Mayor Larsen

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 Department No. 1 is composed of the area of the Village of Peninsula, Ohio and Boston Township, Ohio; 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 Services.

SECTION 2: The terms and conditions of the Agreement now on file in the office of the Director of Public Services 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:

November 5, 1996

May N. Malone

Vice-President of Council

Donald B. Larsen

Mayor

Date:

11/6/96

ATTEST:

Carole Gibson

Clerk of Council

AGREEMENT

This Agreement is entered into on the 12th day of October, 1996 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 panel.
3. The Fire District will pay to the Village for the dispatching service provided by the Village the annual sums as follows:
Year 1: 11/16/96 to 11/15/97 - the total sum of \$7,332.00 due and payable 11/16/96
Year 2: 11/16/97 to 11/15/98 - the total sum of \$8,065.00 due and payable 11/16/97
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 judgment 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 of 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 prorated basis.
6. The Village of Richfield enters into this Agreement pursuant to the provisions of Ordinance No. 84-1996. The District enters into the Agreement pursuant to the provisions of 10/12/96.

FIRE DISTRICT NO. 1

By: _____

Chairman

Evelyn Kaczmarek
Clerk

Dated: 10/12/96

VILLAGE OF RICHFIELD

By: _____

Mayor

Donald W. Larsen
Director of Finance

Dated: 11/05/96