

RESOLUTION NO. 35-2011

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, 2011 through November 15, 2014.

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, 2011 in accordance with the Agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: June 21, 2011

Bobbie Bashara
President of Council

ATTEST: _____

William J. ...
Mayor

Carolyn E. Sullivan
Clerk of Council

Dated: 6/21/11

**TO: Village Council
Mayor Mike Lyons
Bill Hanna**

**CC: Carolyn Sullivan
Chief Canter
Tim Baker**

FROM: Sandy Turk, Finance Director

Date: May 5, 2011

RE: Resolution authorizing to enter into a dispatch service agreement with Peninsula for the 5-17-11 Council Meeting

ACTION BEING REQUESTED	TYPE OF REQUEST
Authorizing	Agreement

The Mayor and Finance Department request authorization to enter into an agreement for dispatch services with the Village of Peninsula. The current agreement approved on June 17, 2008 expires on June 30, 2011. The three (3) year agreement will provide 24-hour, seven days per week dispatching services for the Peninsula Police Department. Peninsula agrees to hold Richfield harmless from any and all liability arising out of the performance of the agreement.

The present agreement calls for quarterly payments and had a 5% inflationary factor built into each of the years. The 3rd year payment was \$24,888.94. The proposed agreement incorporates a 4% inflationary factor and the payments would be as follows:

1st year \$25,884
2nd year \$26,920
3rd year \$27,998

A variety of allocation methods were considered but the 4% increase was utilized due to the growth in the Dispatch budget (primarily salary increases), the anticipated rate of inflation, and consideration of the current economic climate facing public entities. The rate of inflation for 2010 was 1.5%, the current rate of inflation is at 2.7% and the forecast is for it to climb.

If we based the increase on call volumes, the 1st year rate would have escalated to \$64,974, or a 161% increase over the current rate. If we based the increase on population, the 1st year rate would have escalated to \$41,036, or a 64.9% increase over the current rate.

Please let me know if you have any questions.

attachment

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 _____, 2011 by and between the Village of Richfield, Ohio ("Richfield") and the Valley Fire District ("District")

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, 2011 and shall continue in force and effect until and including November 15, 2014.
3. Price. The District agrees to pay Richfield the following amounts:
 - a. 1st year \$18,489 due and payable 11/16/11
 - b. 2nd year \$19,229 due and payable 11/16/12
 - c. 3rd year \$19,998 due and payable 11/16/13
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. ___-2011 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

Date: _____

Date: _____

Street Address

City, State, Zip

Telephone Number