

RESOLUTION NO. 66 -2013

Offered by: All of Council

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

WHEREAS, pursuant to Resolution No. 35-2011, the Village entered into a Dispatch Service Agreement with Valley Fire District ("District") for the Village to provide dispatch services to the District; and

WHEREAS, the Village and the District desire to amend the Dispatch Service Agreement to adjust payments made to the Village thereunder, in recognition of increased dispatch activity resulting from the provision of services by the District to the Village of Boston Heights, beginning September 30, 2013.

WHEREAS, this Council desires to authorize the Mayor and Finance Director to enter into an Amendment to the Dispatch Service Agreement for said purposes.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio that:

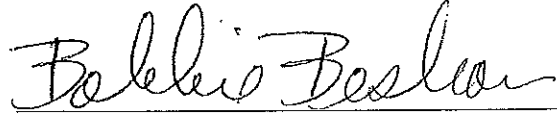
SECTION 1. The Mayor and the Finance Director be, and the same hereby are, authorized and directed to execute the proposed Amendment to Dispatch Service Agreement attached hereto as "Exhibit A" and incorporated herein fully.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating 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 3. This Resolution shall take effect and be enforced from and/or after the earliest period allowed by law.

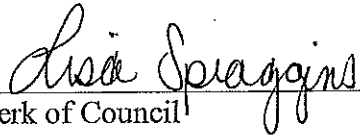
Passed: September 17, 2013


President of Council


Mayor

Dated: 9/17/2013

ATTEST:


Clerk of Council

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 13th day of November, 2014 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, 2014 and shall continue in force and effect until and including November 15, 2017.
3. Price. The District agrees to pay Richfield the following amounts:
 - a. 1st year \$30,988 due and payable 11/16/14
 - b. 2nd year \$32,010 due and payable 11/16/15
 - c. 3rd year \$33,066 due and payable 11/16/16
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. 73-2014 of the Village of Richfield and Resolution No. 2014-1113-01 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: Balbir Baslean
Its Mayor

By: [Signature]
Its Chairman

And: [Signature]
Its Finance Director

And: [Signature]
Its Clerk/Treasurer

Date: 10/10/14

Date: 11-13-14

Approved as to legal form:

[Signature]
Director of Law
Village of Richfield, Ohio

5257 Dogwood Dr
Street Address

Peninsula OH 44264
City, State, Zip

330-657-2292
Telephone Number

[Signature], Trustee
[Signature]