

RESOLUTION NO. 81-2020

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, AND DECLARING AN EMERGENCY

WHEREAS, the Mayor has recommended entering into an Agreement with the Valley Fire District for dispatch services for three (3) years one and a half (1 1/2) months commencing November 16, 2020 through December 31, 2023.

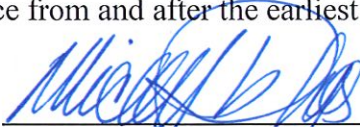
NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio that:

SECTION 1. The Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an Agreement with the Valley Fire District for dispatch services for three (3) years one and a half (1 1/2) months commencing November 16, 2020 in accordance with the Agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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 legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. 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 because the current dispatching services agreement expires soon and any delay in executing the agreement will impact the provision of police services; 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 from and after the earliest period allowed by law.

PASSED: 11-4-2020



President of Council

ATTEST:


Clerk of Council



Mayor

Dated: 11/10/2020

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 _____, 2020 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 one and a half months (beginning November 16, 2020 and shall continue in force and effect until and including December 31, 2023).
3. Price. The District agrees to pay Richfield the following amounts:
 - a. November 16th - December 31, 2020, due and payable 11/16/20 \$4,556 (0%)
 - b. January 1st - December 31, 2021, \$37,652 due and payable 1/15/2021 (3.3%)
 - c. January 1st - December 31, 2022, \$38,895 due and payable 1/15/2022 (3.3%)
 - d. January 1st - December 31, 2023, \$40,178 due and payable 1/15/2023 (3.3%)
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. ___-2020 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: _____

Approved as to Form:

Alejandro V. Cortes
Director of Law

Street Address

City, State, Zip

Telephone Number

