

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A CONTRACT WITH THE VALLEY FIRE DISTRICT FOR THE FURNISHING OF FIRE AND RESCUE RADIO DISPATCH SERVICES AND DECLARING AN EMERGENCY

WHEREAS, Fire District No. 1 is composed of the are 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 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 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 Service are hereby approved.

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 in order to promote fire safety to inhabitants of Fire District No. 1; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect 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: November 19, 2002

May N. Malone
President of Council

Donald S. Jensen
Mayor

Dated: 11/20/2002

ATTEST:
Carole Gibson
Clerk of Council

AGREEMENT

This Agreement is entered into on the 12th day of November, 20 02 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: 11/16/02 to 11/15/03 – the total sum of \$12,390.00 due and payable 11/16/02
Year 2: 11/16/03 to 11/15/04 – the total sum of \$13,010.00 due and payable 11/16/03
Year 3: 11/16/04 to 11/15/05 - the total sum of \$13,660.00 due and payable 11/16/04
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 judgement 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 provision of Resolution No. 89-2002. The District enters into the Agreement pursuant to the provision of

FIRE DISTRICT NO. 1

By: Peter S. Karas
Chairman

Pamela A. Morgan
Clerk

Dated: 11-12-02

VILLAGE OF RICHFIELD

By: Ronald W. Larsen
Mayor

Dean Luker
Director of Finance

Dated: 11/09/02