

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A MUTUAL AID AGREEMENT WITH BATH TOWNSHIP

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 a Mutual Aid Agreement with Bath Township for the sharing of Service Departments, personnel and equipment, a copy of which is 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 19, 2001

Michael Stephens
President of Council

Ronald S. Larsen
Mayor

Dated: 6/20/01

ATTEST:

Carole Gibson
Clerk of Council

MUTUAL AID AGREEMENT

THIS AGREEMENT made this 28th day of December, 2001 by and between the TOWNSHIP OF BATH ("Bath"), and the VILLAGE OF RICHFIELD ("Richfield"), all of which are located in Summit County, Ohio, for the mutual benefit of Bath Township and the Village of Richfield, jointly and severally.

WHEREAS, Bath and Richfield, which are parties to this Agreement, and share common geographical boundaries, both desire to obtain for their citizens under emergency situations additional Service Department services for the citizens of the several political subdivisions by making the most efficient possible use of the equipment and manpower of the several political subdivision's departments, and

WHEREAS, each political subdivision realizes that emergency situations demand immediate response.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES as follows:

1] Each political subdivision, which is a party to this Agreement, agrees to furnish, upon request of the service director or road supervisor or board of trustees or mayor of the other party, such road manpower and/or road equipment and manpower as is requested to the extent that such manpower is available under emergency situations.

2] The execution of this Agreement by any political subdivision shall not give rise to any liability or responsibility for failure to provide said manpower and/or road equipment and manpower.

3] No charge shall be made to any political subdivision entering into this contract for services rendered by any other political subdivision under the provisions of same during emergency conditions.

4] That there will be no reimbursement for loss or damage to equipment while engaged in activity in accordance with this Agreement, nor shall there be any reimbursement for any indemnity and/or premium contribution assessed against the employing subdivision for Worker's Compensation benefits arising by reason of injury or death to a member of the service department of said political subdivision by engaging in rendering services under this Agreement.

5] Each party to this Agreement agrees to hold harmless each other party to this Agreement in the event of liability for bodily injury, including wrongful death and/or property damage caused by the negligence or intentional acts of any of the parties, their agents, assigns, officers, employees and any other persons acting on their behalf as a result of requesting aid or responding to such a request made pursuant to the provisions of this Agreement.

6] That this Agreement shall remain in effect until such time as one party gives any of the other parties a sixty day written notice indicating its intention to terminate the same.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 28th day of December, 2001.

IN THE PRESENCE OF:

Helen J. Humphrey
David L. Jarvis
(AS TO BATH TOWNSHIP TRUSTEES)

(AS TO RICHFIELD MAYOR)

Julianne Butcher
Jo Ann Manser

Clara E. Goodrich
Donald M. Larsen
[Signature]
BATH TOWNSHIP TRUSTEES

VILLAGE OF RICHFIELD,
SUMMIT COUNTY, OHIO

By: [Signature]
Donald H. Larsen, MAYOR

By: [Signature]
Eleanor Lukovics, Finance
Director