

RESOLUTION NO. 29-2012

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A FIRE PROTECTION AGREEMENT BETWEEN THE VILLAGE OF RICHFIELD, OHIO AND RICHFIELD TOWNSHIP FOR A TERM BEGINNING JANUARY 1, 2012 AND EXTENDING UNTIL AND INCLUDING DECEMBER 31, 2014 AND DECLARING AN EMERGENCY.

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 Fire Protection Agreement between the Village of Richfield and Richfield Township for a term commencing January 1, 2012 and extending until and including December 31, 2014, substantially in accordance with that Agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. 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 provide necessary safety services for the residents of Richfield and Richfield Township at the earliest possible time; 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: 4-17-12

Michael Wheeler  
President of Council

Robert Bestera  
Mayor

Dated: 4-17-12

ATTEST:

Carolyn E Sullivan  
Clerk of Council

**2012-2014 FIRE PROTECTION SERVICES AGREEMENT BETWEEN THE VILLAGE OF RICHFIELD, OHIO AND THE TOWNSHIP OF RICHFIELD, OHIO**

This Agreement for the provision of fire protection and EMS services is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Village of Richfield, Summit County, Ohio, hereinafter referred to as the "Village", and the Township of Richfield, Summit County, Ohio, hereinafter referred to as the "Township".

**WHEREAS**, the Township is desirous of acquiring fire protection and EMS services for the residents, businesses and property located in the territorial boundaries of the Township, Summit County, Ohio; and

**WHEREAS**, the Village has a professional fire, EMS and dispatch department and all necessary equipment and vehicles to provide said fire and EMS protection to the Township; and;

**WHEREAS**, Revised Code Sections 505.44, and 9.60, et. seq., together with the exercise of the powers set forth in the Charter and the Constitution authorizes the Township and the Village to contract for fire protection to the Township.

**NOW, THEREFORE**, for the good and valuable consideration including the promises set forth below and for other good and valuable consideration, the receipt and sufficiency of such is hereby acknowledged, it is hereby agreed between the Village and the Township as follows:

**1. Purpose:** The purpose of this Agreement is to set forth the terms upon which the Village agrees to provide the Township with first class professional fire services that protect the safety of the residents, businesses, visitors, and property located in territorial boundaries of the Township.

**2. Administration of Fire and EMS Services:** The Village agrees to provide first class fire protection and prevention and rescue squad services to the Township, including, but not limited to, the following fire, EMS, and other services:

- A. The Village will answer, service and aid in (a) controlling fires, (b) fire prevention and inspection, (c) all emergency calls, (d) all non-emergency calls and squad services which originate in Richfield Township during the term of this Agreement. The Village will also make available to the residents of the Township the same classes available to Village residents (i.e., CPR, first aid, smoke house, etc.) at the same cost as to Village residents.

- B. The Village will bill Township users of services provided hereunder, and will provide the Township with an accounting, on a quarterly basis, of all billing to insurance providers related to fire and EMS services provided within the Township. Semi-annually, the Village will pay to the Township the net proceeds (less collection costs) the Village has received from insurance providers for services rendered in the Township. The Village is further authorized to contract with a third party billing company to bill for said services.
- C. The Village fire department will service and maintain fire hydrants in the Township, and when necessary the Village service department (and where necessary independent contractors) will repair and replace fire hydrants in the Township, in the same manner as the Village services, maintains, repairs and replaces hydrants in the Village. No additional charges will be billed to the Township for service and maintenance performed by the fire department, but the Village will bill the Township for the cost of materials and labor for repair and replacement performed by the service department and/or independent contractors.
- D. The Village fire department will review and provide written comment regarding fire and EMS safety issues related to proposed zoning and land use issues, in the same manner as it does for the Village, as needed.
- E. The Fire Chief will attend Township Meetings one time a month and will provide accurate and detailed reports on fire and EMS services and activities within the Township on a monthly basis or as otherwise requested by the Township, including but not limited to reports relating to the calls for fire, rescue, non-emergency transports and assists, EMS, HazMat, inspections, and alarm responses.

**3. Cost of Services:** In consideration of the foregoing services to be provided by the Village, the Township agrees to pay the Village the following sums:

- A. For 2012, \$398,236.00;
- B. For 2013, \$411,378.00; and
- C. For 2014, \$424,953.00.

Payment will be made in equal semi-annual installments on or before April 1<sup>st</sup> and October 1<sup>st</sup> of each year.

The Township agrees to reimburse the Village for the material and labor costs attributable to the Village's repair and replacement of fire hydrants in the Township

when performed by the Village service department and/or independent contractors, as set forth in paragraph 2(c) above.

**4. Personnel and Insurance:** The Village shall insure that its fire/EMS personnel, dispatchers, and other employees involved with the services described in this Agreement are fully and adequately trained in fire, EMS and dispatch procedures, and that all such employees are informed of the Village's obligations in this Agreement. The Village agrees to have the township named as an additional insured under the existing fire professional liability insurance policies. If there is an additional cost for the Township to be named as an additional insured, the Village shall provide the Township with notice of such cost at which time the Township may elect to decline to be named as an additional insured, or accept such charge and the Township shall reimburse the Village for any additional fee charged by the insurance carrier resulting from the Township being named as an additional insured.

**5. Hold Harmless:** The Township agrees to hold the members of the Village performing services in conjunction with this Agreement individually harmless for any and all liability that may arise from performing their duties or in failing to do so.

**6. Term:** This Agreement will be for three (3) years, commencing on January 1, 2012 and terminating on December 31, 2014 at midnight. The Township and the Village will make a good faith effort to enter into a new service agreement prior to the end of the initial term of this Agreement, but should the new agreement not be executed by the end of this term, the services shall continue to be provided by the Village on a month to month basis. The Township shall pay for the month to month services by making payments to the Village at the end of each month. The Village or the Township may only terminate the agreement upon providing the other party with ninety (90) days notice prior to said termination. The Village shall have the right to increase the rate for the month to month services by providing sixty (60) days notice to the Township. Such increase shall be in an amount not to exceed a four percent (4%) annual increase over the previous year contract amount.

**7. Miscellaneous Provisions:** This Agreement is the entire agreement of the parties regarding the matters addressed herein and supersedes any prior understanding or agreement related thereto. This Agreement may only be amended, modified, or rescinded by the prior written consent of all parties. This Agreement will be governed by and construed, interpreted and enforced in accordance with the laws of Ohio without regard to conflicts of laws, and any action will be brought in Summit County, Ohio. The failure of any party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement will not (a) impair any such right or remedy, (b) be construed to be a waiver or relinquishment of that right or remedy, nor (c) affect the enforceability of that provision or of the remainder of this Agreement. Every right and remedy given by this Agreement to the parties may be exercised from time to time and

as often as may be deemed expedient by the parties. The invalidity or unenforceability of any term or provision of this Agreement will not affect the validity or enforceability of any other term or provision.

ACCEPTED BY:

Date: \_\_\_\_\_

\_\_\_\_\_  
Laurie Peters Gilmore, Township Trustee

\_\_\_\_\_  
David R. Wyatt, Township Trustee

\_\_\_\_\_  
Janet Jankura, Township Trustee

Date: \_\_\_\_\_

\_\_\_\_\_  
Bobbie Beshara, Mayor  
Village of Richfield

\_\_\_\_\_  
Sandy Turk, Finance Director  
Village of Richfield