

RESOLUTION NO.

17-2009

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 THE TOWNSHIP OF RICHFIELD, OHIO BEGINNING WITH THE TERM JANUARY 1, 2009 AND INCLUDING DECEMBER 31, 2009 AND DECLARING AN EMERGENCY

WHEREAS, this Council wishes to authorize the adoption of a Fire Protection Agreement with Richfield Township.

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 a Fire Protection Agreement between the Village of Richfield, Ohio, and the Township of Richfield, Ohio, a copy of which Fire Protection Agreement is 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 to provide essential fire protection services to the residents of 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 bylaw.

PASSED: 3/31/09

Rick DeLoak
President of Council

[Signature]
Mayor

Dated: 3/31/09

ATTEST:

Carolyn E. Sullivan
Clerk of Council

**FIRE PROTECTION AGREEMENT BETWEEN THE VILLAGE OF
RICHFIELD, OHIO AND THE TOWNSHIP OF RICHFIELD, OHIO**

Pursuant to R.C. 505.443 and 9.60 et. seq. together with the exercise of the powers set forth in the Charter and the Constitution, this Agreement is signed this ____ day of _____, 2009 by and between the Village of Richfield, Ohio referred to as the "Village" and the Township of Richfield, Ohio referred to as the "Township."

The parties agree as follows:

1. **TERM.** The term of this contract shall be one year, from January 1, 2009 to and including December 31, 2009.
2. **VILLAGE OBLIGATIONS.**
 - a. **FIRE AND EMS SERVICES:** In order to provide fire protection and prevention and rescue squad service, 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. **EMS BILLING:** The Village will bill Township uses 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 for the period January 1, 2009 to December 31, 2009. The Village is further authorized to contract with a third party billing company to bill for said services.
 - c. **FIRE HYDRANTS:** 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. **TECHNICAL REVIEW:** 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. **REPORTING:** At the beginning of each month a written report will be sent to the Township detailing the previous month's calls as follows:

- i. Fire
- ii. Rescue
- iii. Non-emergency Transports & Assists
- iv. EMS
- v. HazMat
- vi. Inspections
- vii. Alarm Responses

The Fire Chief will attend the first regularly scheduled Trustee Meeting of the month to give a verbal synopsis of fire/EMS issues for the previous month and any updates and/or information on the department.

3. TOWNSHIP OBLIGATIONS.

a. **PAYMENTS:** The Township agrees to pay the Village for the services provided herein the sum of Three Hundred Sixty-six Thousand Nine Hundred Twelve Dollars (\$366,912.00) in 2009 payable in four equal quarterly installments as follows:

- i. First payment due January 1, 2009 (period 1/1/09 to 3/31/09) \$ 91,728.00
 - ii. Second payment due April 1, 2009 (period 4/1/09 to 6/30/09) 91,728.00
 - iii. Third payment due July 1, 2009 (period 7/1/09 to 9/30/09) 91,728.00
 - iv. Fourth payment due Oct. 1, 2009 (period 10/1/09 to 12/31/09) 91,728.00
- TOTAL FOR 2009 \$366,912.00

b. **REIMBURSEMENT FOR HYDRANT REPAIRS:** 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. MISCELLANEOUS.

a. **HOLD HARMLESS:** The Township agrees to hold the members of the Village Fire and Rescue Squad individually harmless for any and all liability that may arise in going to or from or attending a fire or rescue call or in failing to do so.

b. **AUTHORITY:** This contract is entered into pursuant to Resolution No. _____ of the Village of Richfield and Resolution No. _____ of the Township of Richfield, Summit County, Ohio.

c. **RESCISSION:** Neither party may rescind this agreement without the prior written consent of the other party.

ACCEPTED BY:

BOARD OF TRUSTEES,
RICHFIELD TOWNSHIP, OHIO

VILLAGE OF RICHFIELD, OHIO

By _____
Trustee

Mayor

By _____
Trustee

Director of Finance

By _____
Trustee

Date

APPROVED AS TO LEGAL FORM:

By: _____
Township Special Legal Counsel

By: _____
Village Law Director