

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN EXTENSION OF THE AMENDED AGREEMENT WITH RICHFIELD TOWNSHIP FOR THE PROVISION OF FIRE FIGHTING SERVICES FOR THE TOWNSHIP AND DECLARING AN EMERGENCY

WHEREAS, this Council wishes to extend the amended agreement with the Township as previously approved by Resolution 38-2004 passed June 1, 2004.

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 extension of the Amended Fire Agreement with Richfield Township, a copy of which 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 necessary fire services 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: 4/15/2005

Debra Ruffalo
President of Council

Michael K. Pios
Mayor

Dated: 4/15/05

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 07 day of April, 2005 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 ten months, from March 1, 2005 to and including December 31, 2005.
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 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 March 1, 2005 to December 31, 2005.
 - 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.

3. TOWNSHIP OBLIGATIONS.

a. PAYMENTS: The Township agrees to pay the Village for the services provided herein the sum of Two Hundred Fifty-Two Thousand Eight Hundred Eighteen Dollars and Fifty Cents (\$252,818.50), payable in three installments as follows:

i. First payment due March 1, 2005 (period 3/1/05 to 6/30/05)	\$ 101,127.40
ii Second payment due July 1, 2005 (period 7/1/05 to 9/30/05)	75,845.55
iii Third payment due October 1,2005 (period 10/1/05 to 12/31/05)	75,845.55
TOTAL	<u>\$ 252,818.50</u>

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(b) 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.19-2005 of the Village of Richfield and Resolution No. 05-2005 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

By Marie Poles Gilmore
Trustee

By David B. Wyatt
Trustee

By Sharon C. [Signature]
Trustee

VILLAGE OF RICHFIELD, OHIO

Michael Pyles
Mayor

Eleanna Lukarici
Director of Finance

4/07/05
Date

VILLAGE OF RICHFIELD
 Evaluation of Contract to Provide
 Fire/EMS Services to Richfield Township
 March 10, 2005 -- Mayor's Analysis

1. Relevant Expenses.

a. 2005 Fire Department Operations.	\$1,134,050.00
b. 2005 Dispatch Budget Attributable to Fire Dept Operations.	\$181,156.92
c. 2005 Capital Expenditures based on average over seven years.	\$129,470.00
Total 2005 Anticipated Expenses	\$1,444,676.92

2. Percentage of total fire and EMS calls made to Richfield Township.

2005 distribution of township calls based on an average of call percentage over the 6 years, 1998-2003. 21%

3. Township share based on 21% of Total 2005 Anticipated Expenses.

a. 21% of Operations	\$238,150.50
b. 21% of Dispatch	\$38,042.95
c. 21% of Capital	\$27,188.70
Total Township Share in 2005	\$303,382.15

~~\$308,548.15~~ divided by 12 months = \$25,712.35 per month

303,382.15

4. Contracts in prior years have been from the beginning of the second quarter to the end of the first quarter of the next year. I propose we establish a calendar year contract. The 2005 agreement would extend from the beginning of the second quarter to the end of the 2005 calendary year.

a. Monthly rate based on \$303,382.15 per year	\$25,281.85
b. Total cost for the last 10 mos. Of 2005	\$252,818.46

5. Contract Amount for 2004-2005 Period

\$282,387.00

a. % difference between 2004-05 rate and proposed 2005 rate. 7%