

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE CITY OF BROADVIEW HEIGHTS, AND DECLARING AN EMERGENCY**

WHEREAS, the Administration has recommended that Council approve an Agreement with the City of Broadview Heights under which the Village would to pay the difference in cost between non-resident and resident yearly membership fees for Village residents; and

WHEREAS, the Council has determined that it would be in the best interest of Village residents for the Village to pay the difference in cost between non-resident and resident yearly membership fees for Village residents.


NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, County of Summit, State of Ohio:

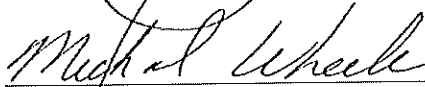
SECTION 1. That the Mayor and the Director of Finance are authorized and directed to enter into an agreement with the City of Broadview Heights, substantially in the form of the agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that it is immediately necessary to start providing the cost difference subsidy to Village residents; 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.

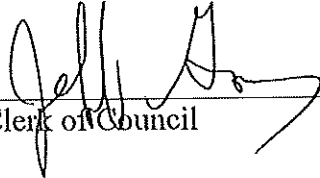
PASSED: 10-21-2021

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

Dated: 10/21/2021

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

## **EXHIBIT "A"**

### **AGREEMENT**

This Agreement is made and entered as of the date set forth below between the Village of Richfield, Ohio ("Village"), an Ohio municipal corporation with its principle place of business located at 4410 W. Streetsboro Road, P.O. Box 387 Richfield, Ohio 44286-9201 and the City of Broadview Heights, Ohio, ("City"), an Ohio municipal corporation with its principle place of business at 9543 Broadview Road, Broadview Heights, Ohio 44147 (collectively, the "Parties").

#### **RECITALS**

WHEREAS, the City operates a Community and Recreation Center that is open to both City residents and non-residents; and

WHEREAS, the Village does not operate a Community and Recreation Center for Village residents; and

WHEREAS, Village residents are able to join the Broadview Heights Community and Recreation Center as non-resident members; and

WHEREAS, non-resident members of the Broadview Heights Community and Recreation Center pay a higher membership fee than resident members; and

WHEREAS, the Village has determined that it would be in the best interest of Village residents for the Village to pay the difference in cost between non-resident and resident yearly membership fees for Village residents (the "Cost Difference Subsidy"); and

WHEREAS, the Parties are willing to enter into this Agreement subject to the terms and conditions set forth above.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. The Village shall be solely responsible for determining and verifying those Village residents who are eligible to receive the Cost Difference Subsidy.
2. Upon sufficient proof residency, as determined by the Village, the Village shall provide a voucher verifying residential status to any Village resident who wish to join the Broadview Heights Community and Recreation Center for presentment to the City upon joining.
3. Upon presentation of the voucher, the City shall charge said the Village resident who apply for a yearly membership only (*i.e.* Youth (up to 19); College (18-23); Senior (60+) or Veteran; Adult (19-59); Single Parent w/children; and Family) the residential rate as determined and modified from time-to-time by the City.

4. The City shall invoice the Village the cost difference on a monthly basis and upon submission of a valid invoice, that Village shall remit payment within 30 days of receipt.

5. Renewal of yearly memberships shall follow the same process for new yearly memberships.

6. The City shall provide the Village with 60 days advance notice before modifying yearly membership fees.

7. Either party may terminate this Agreement with or without cause upon providing at least 30 days written notice to the other party

**IN WITNESS WHEREOF**, the parties have executed this Agreement on October \_\_, 2021.

**VILLAGE OF RICHFIELD**

**CITY OF BROAVIEW HEIGHTS**

By: \_\_\_\_\_  
Michael Wheeler, Mayor

By: \_\_\_\_\_  
Samuel J. Alai, Mayor

And: \_\_\_\_\_  
Sandy Turk, Finance Director

Approved as legal form and correctness

Approved as to legal form and correctness

\_\_\_\_\_  
Alejandro V. Cortes, Law Director

\_\_\_\_\_  
Law Director