

RESOLUTION NO. 67-2014

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE RICHFIELD JOINT RECREATION DISTRICT FOR THE PROVISION OF CERTAIN SERVICES AND SUPPORT, AND DECLARING AN EMERGENCY

WHEREAS, through Resolution 45-2014, this Council authorized the formation of the Richfield Joint Recreation District, in conjunction with Richfield Township, pursuant to Ohio Revised Code §755.14, for the general purposes of (a) providing community programming in recreational, educational, social, cultural and athletic areas, and (b) acquiring property for, constructing, operating and maintaining parks, playgrounds, and play fields, and to preserve and protect real property with valuable natural features, such as the Crowell-Hilaka property in Richfield Township, as parks and spaces for governmental, civic educational or recreational activities for the benefit of all citizens; and

WHEREAS, this Council has determined that it is a proper public purpose and in the best interest of the citizens of the Village of Richfield to provide certain services, financial support, and/or other in-kind support to the newly formed Richfield Joint Recreation District in furtherance of the purposes of the District, and

WHEREAS, this Council desires to authorize the Mayor of the Village to enter into a Memorandum of Understanding with the Richfield Joint Recreational District for the provision of said certain services, financial support, and/or other in-kind support from the Village.

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

- SECTION 1. It is hereby determined that the provision of certain services, financial support, and/or other in-kind support, as set forth in the Memorandum of Understanding between the Village of Richfield and the Richfield Joint Recreational District attached hereto as "Exhibit A" and fully incorporated herein, is a proper public purpose and in the best interest of the citizens of the Village of Richfield.
- SECTION 2. The Mayor is hereby authorized to execute a Memorandum of Understanding between the Village of Richfield and the Richfield Joint Recreational District with substantially the same terms as that attached hereto as "Exhibit A" and fully incorporated herein, as acceptable to the Village Law Director.
- SECTION 3. 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 legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure, necessary for the immediate preservation of the public health, safety and welfare of the residents of the Village and for the further reason that the Richfield Joint Recreation District must be able to operate with provision of the aforementioned essential services and support from the Village at the earliest possible time in order to pursue the acquisition of the Crowell-Hilaka property in Richfield Township; 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: September 2, 2014

Rick Hulak
President of Council
Bobbie Bechara
Mayor
Dated: 9/2/14

ATTEST:

Rebecca Garner
Clerk of Council

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
VILLAGE OF RICHFIELD AND THE
RICHFIELD JOINT RECREATION DISTRICT

THIS MEMORANDUM OF UNDERSTANDING between the Village of Richfield, ("Village"), a municipal corporation, with mailing address of 4410 West Streetsboro Road, Richfield, Ohio 44286, and the Richfield Joint Recreation District ("RJRD"), a political subdivision of the State of Ohio formed under Ohio Revised Code Section 755.14 *et. seq.*, with mailing address c/o the Village of Richfield, 4410 West Streetsboro Road, Richfield, Ohio 44286 (collectively, the "Parties"), is effective this 2 day of September 2014.

WHEREAS, the Village of Richfield and Richfield Township recently took action to create the RJRD, as a political subdivision of the State, through legislative action, in each community, pursuant to Ohio Revised Code Section 755.14, *et. seq.*, for the purpose of (a) providing community programming in recreational, educational, social, cultural and athletic areas, and (b) acquiring property for constructing, operating and maintain parks, playgrounds, play fields, and to preserve and protect real property with valuable natural features, such as the Crowell-Hilaka property in Richfield Township, as parks and spaces for governmental, civic educational or recreational activities for the benefit of all citizens; and

WHEREAS, the Village desires, in accordance with the terms of this Memorandum of Understanding, to support the RJRD's efforts to establish itself by providing certain services, financial support, and/or other in-kind support to the RJRD; and

WHEREAS, the Village and the RJRD wish to enter into this Memorandum of Understanding in furtherance of the Village's desire to support the purposes of the RJRD.

NOW, THEREFORE, IT IS HEREBY AGREED between the Village and the RJRD that the following is their understanding:

Section 1. In furtherance of the public purposes of the RJRD, the Village agrees to provide certain services, financial support and/or other in-kind support to the RJRD, in accordance with the following and, to the extent that the RJRD accepts such services, financial support and/or other in-kind support, RJRD agrees do so consistent with the provisions of this Memorandum of Understanding:

- a. Temporary reimbursement to the RJRD or direct payment for the cost of legal fees and legal support, as may be agreed by the Parties;
- b. The provision of guidance, cooperation and in-kind support related to the identification of other professional services that the RJRD may require, such as architectural consulting services;
- c. The temporary provision of clerical and administrative support, including an administrative staff person, as agreed upon by the RJRD and the Village, to attend RJRD meetings and have responsibility for meeting notices, agendas, minutes and to provide related support as agreed upon by the Parties;
- d. The provision of a meeting space(s) within the Village Town Hall meeting facilities, including incidental expenses such as beverages;
- e. The provision of communications services to include a telephone number, voicemail and e-mail addresses for the RJRD Board Members through utilization of the Village's phone and computer servers, systems and software. It is also contemplated that the Village may secure a web domain for the RJRD.
- f. The provision of administrative support and services related to finances, bookkeeping and other fiscal matters, including designation of the Village of Richfield as Fiscal Agent for the RJRD, and the Village Finance Director as Fiscal Officer of the RJRD, for so long as the parties agree to maintain such arrangement.

- g. The provision of other services and support as are consistent with Ohio Revised Code Sections 755.12 through 755.18 and other applicable provisions of Ohio law and as may be authorized by legislation of the Village of Richfield and resolution of the Board of Directors of the RJRD, when necessary.

Section 2. The actual costs of services and support provided by the Village, as set forth above, shall not exceed \$20,000.00 unless further authorized by, and appropriated for, by the Council of the Village of Richfield.

Section 3. The RJRD may decline or terminate any or all services, financial support, or in-kind support provided by the Village at any time upon written notice to the Mayor of the Village. The Village may terminate any or all services, financial support or in-kind support to the RJRD at any time upon ten (10) days' written notice to the Chairman of the Board of Trustees of the RJRD.

Section 4. It is understood by the Parties that the RJRD may seek funding through the levy of real estate taxes within the territory of the RJRD. It is further the understanding of the Parties that should RJRD receive funding for operations through an operating levy the RJRD shall reimburse the Village for any or all of the expenses incurred by the Village in support of or on behalf of the RJRD pursuant to this Memorandum of Understanding, unless prohibited by law or not permitted under the operating levy. In the event such funding is received, the Parties anticipate that they may further discuss the continued provision of services and support by the Village under such arrangements as may be mutually agreed upon, consistent with law.

[Signatures on following page]

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the Mayor of the Village of Richfield as authorized by Resolution No. 07 and the Chairman and Treasurer of the Board of Trustees of the Richfield Joint Recreation District as authorized by the Board of Trustees by Resolution No. ____.

VILLAGE OF RICHFIELD, OHIO

By: Bobbie Besler

Approved as to form:

William R. Hanna
William R. Hanna, Law Director
Village of Richfield

RICHFIELD JOINT RECREATION DISTRICT

By: _____
Chairman, Board of Trustees

By: _____
Treasurer, Board of Trustees

CERTIFICATION BY FISCAL OFFICER

I, as the Finance Director for the Village of Richfield, Ohio, certify that the money required for the within Memorandum of Understanding is in the treasury, to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

Sandy Turk, CPA, Finance Director

