

RESOLUTION NO. 71 -2014

Offered by

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A COOPERATIVE AGREEMENT FOR SHARED SERVICE DEPARTMENT SERVICES, PERSONNEL AND EQUIPMENT WITH RICHFIELD TOWNSHIP, 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 Cooperative Agreement for Shared Service Department Services, Personnel, and Equipment with Richfield Township substantially in accordance with the agreement attached hereto as "Exhibit A" and fully incorporated herein, subject to final approval of the Village Law Director.

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. 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 necessary to provide essential services, personnel, and/or equipment to Richfield Township at the earliest possible time; wherefore, provided this Resolutions 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: August 19, 2014

Fick Puckett
President of Council

Robbie Barlow
Mayor

ATTEST:

Rebecca Garner
Clerk of Council

Dated: August 19, 2014

Council Copy

COOPERATIVE AGREEMENT FOR SHARED SERVICE DEPARTMENT SERVICES, PERSONNEL AND EQUIPMENT

This Cooperative Agreement for Shared Service Department Services, Personnel, and Equipment ("Agreement") is entered into between the Village of Richfield, Ohio ("Village") and Richfield Township, Ohio ("Township") (collectively the "Parties") this 21 day of August, 2014, pursuant to Section 9.482 of the Ohio Revised Code and the Village's authority under Article XVIII of the Ohio Constitution.

WHEREAS, the Village and Township wish to enter into a cooperative agreement for the sharing of Service Department services, personnel, and equipment between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Parties hereto agree as follows:

1. **SCOPE OF THE AGREEMENT:** The Village and Township are hereby contracting with each other to furnish and to receive service department services, personnel and/or equipment from, or for, their respective Service Departments on an "on call", "as-needed" basis.
2. **FURNISHING/RECEIVING SERVICES, PERSONNEL AND/OR EQUIPMENT:**
 - A. For purposes of this Agreement, the Party furnishing such services, personnel, and/or equipment shall be referred to herein as the "Furnishing Party," and the Party receiving such services, personnel, or equipment shall be referred to herein as the "Receiving Party."
 - B. Upon the receipt of a request from a duly authorized representative of the Receiving Party to the duly authorized representative of the Furnishing Party for the sharing of services, personnel and/or equipment pursuant to this Agreement, the Furnishing Party shall authorize and provide the requested services, personnel, and/or equipment if the Furnishing Party, in its sole discretion, determines that:
 - (a) the request is a reasonable and appropriate use of the requested services, personnel and/or equipment that will not endanger said personnel and/or equipment;
 - (b) the requested personnel and/or equipment are available and not required for use by the Furnishing Party for its own needs for the time period requested by the Receiving Party; and
 - (c) providing the requested services, personnel and/or equipment to the Receiving Party will not be detrimental to the Furnishing Party or to the health, safety, or welfare of those within its jurisdiction.

- B. Personnel and/or equipment provided pursuant to this Agreement shall, at all times, be under the control and supervision of the duly authorized representative of the Responding Party.
- C. The Village Service Director and the Township Service Director shall each have the authority to create joint policies and procedures, not inconsistent with this Agreement, to be utilized by the Parties in carrying out the intent of this Agreement.
3. **SERVICE REIMBURSEMENT:** The Furnishing Party shall not charge the Receiving Party for services, personnel, and/or equipment shared under this Agreement except as otherwise provided herein. Notwithstanding the foregoing, it is contemplated by the Parties that the Parties may enter into a future lease, license, or similar use agreement for property or buildings owned by the Village for use by the Township for its Service Department personnel and/or equipment, and it is the Parties' intention that this Agreement shall have no limiting effect on the terms of any such future agreement. In the event the Receiving Party receives insurance proceeds based upon its loss of use of its own services, personnel, or equipment, and said loss of use is the basis for the Receiving Party's request to utilize the Furnishing Party's services, personnel, or equipment under this Agreement, the Receiving Party shall reimburse the Furnishing Party for expenses incurred by the Furnishing Party in providing such services, personnel, or equipment to the extent of such insurance proceeds. The Receiving Party shall notify the Furnishing Party of any such insurance proceeds for loss of use upon receipt of the same, and the Furnishing Party shall then provide the Receiving Party with an accounting of expenses incurred in the provision of the related services, personnel, or equipment along with a formal invoice for payment, which shall be due no earlier than 30 days after receipt.
4. **INSURANCE AND DAMAGES:** The Village and the Township shall each be responsible for maintaining adequate liability and property insurance for all shared services, personnel, and equipment rendered hereunder, including loss of use coverage. Each Party shall have and maintain Worker's Compensation coverage for all of their employees performing services hereunder. To the extent that any equipment of the Furnishing Party is damaged, beyond normal wear and tear, while within the care and control of the Receiving Party, the Receiving Party shall be responsible for the costs of repair or replacement of the equipment, except that the Receiving Party may require that the Furnishing Party make a claim upon any applicable insurance policy. The Receiving Party shall be responsible for any costs of equipment repair or replacement in excess of insurance coverage or proceeds.
5. **IMMUNITY:** Chapter 2744 of the Ohio Revised Code shall apply to all times to each Party's employees while rendering services outside of the boundaries of their respective employing political subdivision under this Agreement. At all times, the Village and the Township shall each defend and indemnify their own employees pursuant to Ohio Revised Code Sections 9.482 and 2744.07 for all such services.
6. **DEFENSE OF CLAIMS/LAWSUITS:** Each Party to this Agreement agrees to defend the other Party to this Agreement in the event a claim or lawsuit is filed against the other Party alleging liability for bodily injury, including wrongful death and/or property

damage or any other claims or lawsuits caused solely by the negligent acts or omissions of any of the obligated defending Party's employees, agents, officers, public officials, or any other person acting on the obligated defending Party's behalf as a result of shared services, personnel, and/or equipment under this Agreement.

7. **TERM:** This Agreement shall continue in full force and effect until either of the Parties shall give not less than thirty (30) days advance written notice to the other of its intention to cancel the Agreement, which may be for any reason whatsoever. Such notices shall be sent to:

FOR VILLAGE:

VILLAGE OF RICHFIELD

4410 W. Streetsboro Rd.

Richfield, Ohio 44286

Attn: Mayor

Richfield Township

P.O. Box 191

Richfield, OH 44286

Attn: Melinda Remec

FOR TOWNSHIP:

8. **LEGISLATIVE CERTIFICATION:** This Agreement is entered into by Resolution No. 7-2014 passed by the Village of Richfield Council on AUG 19, 2014 and Resolution No. 14-2014 passed by the Richfield Township Board of Trustees on Aug. 21, 2014.
9. **AMENDMENT:** This Agreement may be amended by a writing approved by the Village Council and the Township Board of Trustees, respectively, through legislative action.

[Signatures on following page]

VILLAGE OF RICHFIELD, OHIO

BY: Bobbie Beshara
Bobbie Beshara, Mayor

BY: Sandy Turk
Sandy Turk, CPA, Finance Director

Approved as to Form:

William A. [Signature]
Director of Law
Village of Richfield, Ohio

RICHFIELD TOWNSHIP, OHIO

By: Janet Jankura
Janet Jankura, Trustee

By: H. Jeff Shupe
H. Jeff Shupe, Trustee

By: Robert Luther
Robert Luther, Trustee

Approved as to Form:

VILLAGE OF RICHFIELD, OHIO

BY: Bobbie Beshara
Bobbie Beshara, Mayor

BY: _____
Sandy Turk, CPA, Finance Director

Approved as to Form:

Will [Signature]
Director of Law
Village of Richfield, Ohio

RICHFIELD TOWNSHIP, OHIO

By: Janet Jankdra
Janet Jankdra, Trustee

By: H. Jeff Shupe
H. Jeff Shupe, Trustee

By: Robert Luther
Robert Luther, Trustee

Approved as to Form:

APPROVED AS TO FORM

[Signature]
Assistant Prosecuting Attorney
Summit County Ohio

8/22/11