

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT AND RELEASE WITH THE PERSONAL SERVICE INSURANCE COMPANY AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor be, and he hereby is, authorized and directed to enter into an Agreement and Release with The Personal Service Insurance Company in settlement of the case captioned "Village of Richfield, Ohio, et al., Plaintiffs v. The Personal Service Insurance Company, et al, Defendants", Case No. CV 90-03-0155, on the docket of Summit County, Ohio Court of Common Pleas, a copy of which Agreement and Release 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 so that funds may be credited to the Village Treasury; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect and be in force 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: 2/4/92

[Signature]  
President of Council

[Signature]  
Mayor

Dated: 2/4/92

ATTEST:  
[Signature]  
Clerk of Council

RELEASE

WHEREAS The Personal Service Insurance Company previously issued a policy of insurance to the Village of Richfield, Ohio, and

WHEREAS an action was filed against the Village of Richfield, Ohio captioned "Robert Whiston, etal. vs. Bio-Tec Lab, Inc., etal." in the Summit County Court of Common Pleas under case number CV-89-08-2431 and

WHEREAS the Village of Richfield, Ohio submitted notice of said suit to The Personal Service Insurance Company and to CIGNA, and

WHEREAS CIGNA, as one of the insurance carriers for the Village of Richfield, Ohio has agreed to settlement and resolution of the claims with the Village of Richfield, Ohio against CIGNA, which resolution involves payment of a sum of money and which resolution further involves agreement by CIGNA to assist in fees and expenses for the defense of any appeal of the "Whiston, etal. vs. Bio-Tec Lab, Inc. and Village of Richfield, Ohio" case if there should be an appeal in such action, and said agreement further requires CIGNA to defend the "Whiston" claim against Village of Richfield, Ohio if said matter should be returned to the Trial Court, and therefore the Village and CIGNA have reached resolution on CIGNA's obligation to further defend the Village, and

WHEREAS The Personal Service Insurance Company proceeded with the defense of said case under a reservation of rights until its investigation was completed, at which time The Personal Service Insurance Company withdrew from further defense in said action and

WHEREAS suit was filed by the Village of Richfield, Ohio against The Personal Service Insurance Company and CIGNA seeking a determination by the Court as to the obligation of CIGNA and The Personal Service Insurance Company under the insurance contracts in a case captioned "Village of Richfield, Ohio, etal., Plaintiffs vs. The Personal Service Insurance Company, etal., Defendants", case CV-90-03-1055 on the docket of the Summit County, Ohio Court of Common Pleas and

WHEREAS The Personal Service Insurance Company and the Village of Richfield, Ohio are desirous of resolving the outstanding issues, the parties hereby agree to enter into a settlement and resolution of claims of the Village of Richfield, Ohio against The Personal Service Insurance Company as a result of claims arising from the above-described two cases.

The parties hereby agree that, in consideration of the payment of the sum of SIXTEEN THOUSAND FIVE HUNDRED DOLLARS (\$16,500.00), the receipt of which is hereby acknowledged, the Village of Richfield, Ohio releases, dismisses, and discharges any and all claims, demands, or causes of action that it has against The Personal Service Insurance Company as a result of the claims described in the "Whiston, etal. vs. Bio-Tec Lab, Inc. and Village of Richfield, Ohio, etal." case and the Village of Richfield, Ohio further agrees to dismiss and discharge any and all claims, demands, or causes of action set forth in the "Village of Richfield, Ohio, etal. vs. The Personal Service Insurance Company, etal." case.

It is understood that this Release is a full and complete Release and discharge of any and all claims, demands, or causes of action against The Personal Service Insurance Company by the Village of Richfield, Ohio, its agents, employees, officials, and representatives.

Payment is authorized to be made to "Village of Richfield, Ohio and its attorney, Charles Riehl".

IN WITNESS, WHEREOF, I hereunto set my hand and seal at Richfield, Ohio this 5<sup>th</sup> day of February, 1992.

Village of Richfield, Ohio

BY: 

SWORN TO BEFORE ME AND SUBSCRIBED IN MY presence this

5<sup>th</sup> day of February, 1992.

  
NOTARY PUBLIC

JO ANN MAUPIN, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Oct. 10, 1995