

A RESOLUTION AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE TOWNSHIP OF RICHFIELD FOR FIRE PROTECTION COMMENCING MARCH 1, 2001 AND CONTINUING THROUGH FEBRUARY 29, 2004 AND DECLARING AN EMERGENCY

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

SECTION 1. That the Mayor and Finance Director be, and hereby are, authorized and directed to enter into a Fire Protection Agreement between the Village of Richfield and the Township of Richfield for the period commencing March 1, 2001 and continuing through February 29, 2004, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after March 1, 2001.

PASSED:

March 6, 2001

Michael Stephens
President of Council

ATTEST

Donald W. Jensen
Mayor

Carole Gibson
Clerk of Council

Dated 3/7/2001

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 26 day of February, 2001 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. In order to provide fire protection and prevention and rescue squad service, the Village will answer, service and aid in (1) controlling fires, (2) fire prevention and inspection, (3) all emergency calls, (4) all nonemergency calls and squad services which originate in Richfield Township for a period between March 1, 2001 and continuing to February 29, 2004 both inclusive or until this Agreement is rescinded by resolution of either party and upon a written 90-day notice.
2. The Township agrees to pay the Village therefore the sum of Two Hundred Forty Thousand Dollars (\$240,000.00) annually payable in four equal quarterly installments due on the 1st day of March, June, September and December. Total 3-year sum of Seven Hundred Twenty Thousand Dollars (\$720,000.00).
3. After the close of the contract year, the Village shall submit to the Township a schedule of the fire and rescue squad calls answered in Richfield Township.
4. 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.
5. The term of this contract shall be from March 1, 2001 to and including February 29, 2004.
6. Semi-annually the Village will pay to the Township EMS billings and payments that the Village has received from insurance companies for services for Township residents for the period March 1, 2001 to February 29, 2004.
7. This contract is entered into pursuant to Resolution No. 23-2001 of the Village of Richfield and Resolution No. _____ of the Township of Richfield, Summit County, Ohio.

ACCEPTED BY:

BOARD OF TRUSTEES, RICHFIELD TOWNSHIP

By Robert L. Luther
Trustee

By [Signature]
Trustee

By [Signature]
Trustee

VILLAGE OF RICHFIELD, OHIO

[Signature]
Mayor

[Signature]
Director of Finance

Date: March 8, 2001