

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, 2000 AND CONTINUING THROUGH FEBRUARY 28, 2001 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, 2000 and continuing through February 28, 2001, 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, 2000.

PASSED: March 7, 2000

Michael Johnson
President of Council

Donald W. Lassen
Mayor

Dated: 3/8/2000

ATTEST:
Carol Gibson
Clerk of Council

FIRE PROTECTION AGREEMENT BETWEEN THE VILAGE OF RICHFIELD, OHIO AND THE TOWNSHIP OF RICHFIELD, OHIO

Pursuant to R.C. 505.44, 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 10th day of March, 2000 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 non-emergency calls and squad services which originate in Richfield Township for a period beginning March 1, 2000 and continuing to February 28, 2001, both inclusive, or until this agreement is rescinded by resolution of either party and upon a written 90-day notice.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 therefor the sum of two hundred twenty-three thousand six hundred fifty dollars (\$223,650.00) payable in four equal quarterly installments due on the 1st day of March, June, September and December, 2000.
3. After the close of the contract, 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 from 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, 2000 to and including February 28, 2001.
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, 2000 to February 28, 2001.
7. This contract is entered into pursuant to Resolution No. 27-2000 of the Village of Richfield and Resolution No. 03-2000 of the Township of Richfield, Summit County, Ohio.

ACCEPTED BY:

BOARD OF TRUSTEES, RICHFIELD TOWNSHIP

By Robert L. Luther
Trustee

By [Signature]
Trustee

By _____
Trustee

Date 03/13/2000

VILLAGE OF RICHFIELD, OHIO

By Ronald W. Larsen
Mayor

By [Signature]
Director of Finance

Date March 10, 2000