

AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CONTRACT WITH THE TOWNSHIP OF RICHFIELD FOR THE FURNISHING OF FIRE AND RESCUE SQUAD PROTECTION FOR THE TOWNSHIP OF RICHFIELD AND DETROIT CARLING AN EMERGENCY.

Be It Ordained by the Council of the Village of Richfield, Ohio:

Section 1: The Mayor and Director of Finance are authorized to enter into an agreement with Richfield Township wherein the Village of Richfield shall furnish fire and rescue squad protection service to Richfield Township.

Section 2: The form of the agreement now on file in the office of the Director of Public Service is approved.

Section 3: The Clerk is directed to forward a certified copy of this Ordinance to the Clerk of Richfield Township and to the Fire Chief of the Village.

Section 4: This Ordinance is determined to be an emergency measure necessary for the immediate preservation of the public peace, health or safety for the reason to provide fire and rescue protection and provided this Ordinance receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after the approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest date provided by law.

Passed: 8/3/82

John R. Hill
President of Council

E. James Jackson
Mayor

Dated: 8-5-82

Attest:

David J. Nepley
Clerk of Council

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

Pursuant to Sections 505.44, 505.443 and 717.02 et seq of
the Revised Code, this Agreement is signed this _____ day of _____,
1982, 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 obtain rescue squad and service, the Village will answer and service all calls for aid in (1) controlling fires, (2) all emergency calls, and (3) all non-emergency and squad services which originate in Richfield Township for a period beginning March 1, 1982, and continuing to February 28, 1984, both inclusive, or until this Agreement is rescinded by resolution of either party and upon a written 90-day notice.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 Sixty Thousand Dollars (\$60,000.00) annually payable in four equal quarterly installments due on the 1st day of March, June, September, and December, 1983.
3. After the close of the contract year, the Village shall submit to the Township a listing 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, 1983 to and including February 28, 1984.

6. This contract is entered into pursuant to Ordinance No. 29-1982 of the Village of Richfield and Resolution No. of the Township of Richfield, Summit County, Ohio.

BOARD OF TRUSTEES, RICHFIELD
TOWNSHIP

By _____

by _____

By _____

VILLAGE OF RICHFIELD, OHIO

By _____

Mayor

By _____

Director of Finance