

RESOLUTION NO. 3-1994

Offered by Mr. Lyons

A RESOLUTION TO AUTHORIZE 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 DECLARING AN EMERGENCY.

BE IT RESOLVE, 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 Resolution to the Clerk of Richfield Township and to the Fire Chief of the Village.
- SECTION 4:** This Resolution is determined to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety for the reason to continue Fire and Rescue Protection and provided this Resolution receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest date provided by law.

PASSED:

April 19, 1994

Daniel S. Stoerkel
President of Council
Daniel S. Stoerkel

ATTEST:

Peggy Malone
Clerk of Council
May N. (Peggy) Malone

Ralph R. Waszak, Sr.
Mayor, Ralph R. Waszak, Sr.

Dated: 4/19/94

FIRE PROTECTIC AGREEMENT BETWEEN THE VILLAGE 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 _____ day of _____, 1994, 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for a period beginning _____, 19____ and continuing to _____, 19____ both inclusive, or until this Agreement is rescinded by Resolution of either party and upon a written 90-day notice.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 _____ Dollars (\$_____) annually payable in four equal quarterly installments due on the 1st day of March, June, September and December.

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 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 _____, 19____ to and including _____, 19____.

6. This contract is entered into pursuant to Resolution No. _____-1994 of the Village of Richfield and Resolution No. _____ of the Township of Richfield, Summit County, Ohio.

ACCEPTED BY:

BOARD OF TRUSTEES, RICHFIELD
TOWNSHIP

VILLAGE OF RICHFIELD, OHIO

By _____
Trustee

By _____
Mayor

By _____
Trustee

By _____
Director of Finance

By _____
Trustee

Date: _____

Date: _____