

RESOLUTION 21-52, 2021
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

AUTHORIZING COLUMBIA TOWNSHIP ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE DEER PARK-SILVERTON JOINT FIRE DISTRICT FOR FIRE PROTECTION AND AMBULANCE SERVICES IN THE SILVERTON FIRE DISTRICT AND RIDGE FIRE DISTRICT FOR 2022-2026, COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY

WHEREAS, the Board of Trustees of Columbia Township, Hamilton County, Ohio has deemed it to be in the best interests of the Township to enter into a consolidated Fire Protection and Ambulance Services Agreement (“Agreement”) for the Silverton Fire District and Ridge Fire District (“Township Fire Districts”), Columbia Township, Hamilton County, Ohio for the period March 1, 2022 to December 31, 2026 with the Deer Park-Silverton Joint Fire District (“District”); and

WHEREAS, the Township has been well-served by prior Agreements for District services in the Silverton Fire District and, upon the withdrawal of the Village of Golf Manor from the Little Miami Joint Fire and Rescue District, effective February 28, 2022, the Township desires to expand Deer-Park Silverton District services to cover the Township Fire Districts according to the terms in the attached Agreement and schedule with rates set forth below; and

WHEREAS, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens hereby authorizes the Township Administrator to enter into the Agreement with the Deer Park-Silverton Joint Fire District for fire protection and ambulance services for the Township Fire Districts according to the attached Agreement and per the following schedule and rates:

2022	\$404,166.67	10-month pro-rated from \$485,000 annual
2023	\$485,000.00	
2024	\$485,000.00	
2025	\$499,550.00	
2026	\$514,536.50	

Be it further resolved that this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately. The reason for the emergency is the immediate need

Passed this 14th day of December, 2021

FIRE PROTECTION AGREEMENT

THIS AGREEMENT is made and entered into, as of the latest date of execution below, by and between Columbia Township, Hamilton County, Ohio (the "Township") and the Deer Park Silverton Joint Fire District (the "District") (collectively, the "Parties" or, individually, a "Party").

WHEREAS, the District is a joint fire district formed under R.C. 505.371; and

WHEREAS, R.C. 9.60 allows political subdivisions such as the Township to contract for "Fire Protection" with a defined "Firefighting Agency" such as the District; and

WHEREAS, R.C. 9.60 currently defines Fire Protection as, "the use of firefighting equipment by the fire department of a firefighting agency or a private fire company, and includes the provision of ambulance, emergency medical, and rescue services by those entities;" and

WHEREAS, the Township cannot provide adequate Fire Protection on its own; and

WHEREAS, the Board of Township Trustees for the Township (the "Trustees") adopted a resolution at its regular meeting held on September 9, 1953, establishing a fire district known as the Silverton Fire District, Columbia Township, Hamilton County, Ohio; and

WHEREAS, the Township has an existing Agreement for Fire Protection and Emergency Medical Services with the District (the "Silverton Fire District Agreement") to provide Fire Protection for the Silverton Fire District; and

WHEREAS, the Trustees adopted a resolution at its regular meeting held on September 9, 1953, establishing a fire district known as the Ridge Fire District, Columbia Township, Hamilton County, Ohio; and

WHEREAS, the Parties agreed in principle for the District to provide Fire Protection and related services to the Silverton Fire District after expiration of the Silverton Fire District Agreement, and to the Ridge Fire District, beginning on March 1, 2022; and

WHEREAS, the Parties wish to memorialize the terms of their agreement as to the Ridge Fire District, and enter into one consolidated agreement for the District to provide Fire Protection both to the Silverton Fire District and the Ridge Fire District;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, which the Parties acknowledge and agree are good, valuable, and sufficient consideration, the Parties agree as follows:

1. **SERVICE** The District shall provide Fire Protection to the Silverton Fire District and the Ridge Fire District (collectively, the "Township Fire Districts") within the territorial limits of the Township Fire Districts, however those territorial limits are constituted, on a regular and continual basis. The District shall also provide fire inspection, fire code enforcement, and fire investigation services (collectively with Fire Protection, the "Fire Protection Services") for the Township Fire Districts.

2. **TERM AND TERMINATION**

(A) The term of this Agreement ("Term") shall begin at 12:00 a.m. on March 1, 2022 and end at 11:59 p.m. on December 31, 2026.

(B) Either Party may terminate this Agreement upon at least twelve months' advance written notice to the other Party. The Township shall pay the District for each month in which the District provides Fire Protection Services prior to the effective date of termination, on the terms set forth in Section 3 below. If, however, the effective date of termination occurs during the first five calendar days of a month, the Township will not be responsible for paying the compensation otherwise due for that month under Section 3.

(C) If the Township terminates this Agreement with an effective date of termination prior to January 1, 2025, the Township shall, in addition to all other compensation owed, pay the District an Early Termination Fee equal to ten percent of the Base Compensation (defined below) due for such year.

3. **COMPENSATION**

(A) As consideration for the Fire Protection Services, the Township shall pay the District the following Base Compensation in equal monthly installments due by the 5th calendar day of each month: \$404,166.67 for the year 2022 (which represents \$485,000 pro-rated for ten months of service beginning March 1, 2022); \$485,000 per year for the years 2023 and 2024; \$499,550 for the year 2025; and \$514,536.50 for the year 2026.

(B) In addition to the Base Compensation, the District shall bill residents of the Township Fire Districts for emergency medical service provided, but shall only collect the portion of such bill paid by a third-party insurer or provider (the "EMS Billing"). The District shall retain all amounts collected from EMS Billing.

(C) If the territory of any of the Township Fire Districts changes materially, either by addition or subtraction, the Parties will discuss in good faith whether, and to what extent, to amend this Agreement to provide for different Base Compensation.

4. **STATION HOUSE** The District shall provide Fire Protection from its station house located at 7050 Blue Ash Road in Silverton, Ohio.

5. **STAFFING** The District shall maintain full-time and part-time personnel adequate to provide Fire Protection to the Township Fire Districts, as determined in the District's sole discretion. In exercising the District's discretion, the District shall, as feasible, seek to maintain at least minimum staffing levels consistent with the National Fire Protection Association standards for Fire Protection in a station house serving the area encompassing the District and the other entities the District serves by contract.

6. **MAINTENANCE AND SUPPLY** The District shall maintain the station house, vehicles, and equipment under its care in good condition for their respective purposes under this Agreement, and shall have on hand at all times adequate supplies and materials for its needs hereunder.

7. **CERTIFICATIONS** All personnel whom the District employs or engages to provide Fire Protection to the Township Fire Districts, whether full-time or part-time, shall complete all training and certifications required by law for the provision of such protection.

8. **NO LIABILITY; MUTUAL AID** The Parties do not intend for any third party to rely on the provisions of this Agreement, and specifically disclaim intent to create any third-party beneficiary with rights under the Agreement. The District shall not be liable under this Agreement, whether to the Township, any third party, or otherwise, for the District's failure to respond, in any manner, to a call for assistance made by any person or entity, whether due to the District's equipment and employees being otherwise engaged on a call, exigent circumstances, or for any other reason. The District shall, however, seek mutual aid from other agencies providing Fire Protection. In the event mutual aid is needed for an emergency response in the Township Fire Districts, the District will ask the closest and most appropriate available agency to respond.

9. **NO WARRANTY** The District will use its best efforts to minimize losses in case of fire, emergency medical response, or other emergency, but in no way warrants the results thereof.

10. **REPORTS** The District agrees to require the Fire Chief or other supervisory personnel to report in person to the Trustees when reasonably requested for the purpose of presenting a report of District activity affecting the Township Fire Districts, and to answer questions from the Trustees or the attending public.

11. **COMMUNITY PARTICIPATION** The District shall have a positive, visible community presence in the Township Fire Districts by using reasonable efforts to participate in community events when requested, and to engage proactively in community activities as appropriate; provided, however, that the decision to participate in any specific event or engage in any particular activity is within the sole discretion of the District.

12. **FAILURE TO EXIST** Notwithstanding any other provision of this Agreement, this Agreement shall terminate upon the District's failure to exist, whether such failure results by operation of law or otherwise.

13. **NO DAMAGES** EXCEPT AS TO ANY COMPENSATION DUE HEREUNDER, UNDER NO CIRCUMSTANCES SHALL THE PARTIES BE LIABLE UNDER THIS AGREEMENT, OR FOR A BREACH THEREOF, FOR MONEY DAMAGES (WHETHER COMPENSATORY, CONSEQUENTIAL, PUNITIVE, OR OTHERWISE), ATTORNEY FEES, OR COURT COSTS ARISING OUT OF ANY ALLEGED BREACH OF THIS AGREEMENT OR ANY ACTION TO ENFORCE THE AGREEMENT. GIVEN THE UNAVAILABILITY OF MONETARY DAMAGES, HOWEVER, THE PARTIES AGREE THAT ANY EQUITABLE REMEDY, INCLUDING SPECIFIC PERFORMANCE, SHALL BE AVAILABLE AS A REMEDY FOR A BREACH OF THIS AGREEMENT.

14. **INCORPORATION OF LAW** The Parties incorporate all provisions of applicable law by reference as if set forth fully herein.

15. **AMENDMENT** The Parties may amend this Agreement at any time, but there shall be no oral amendment of this Agreement. Any amendment shall be in writing and executed by each Party after obtaining any approval required by law.

16. **NOTICE** Any notice sent in connection with this Agreement shall be sent by electronic mail, regular United States Mail, or overnight courier, as follows: (a) if to the Township, in care of the Township Administrator at the Township Administration Building, with a copy to the Law Director; and (b) if to the District, in care of the Fire Chief at the District station house, with a copy to the Law Director.

17. **HEADINGS** The headings used in this Agreement are for the convenience of the Parties, and shall not be construed to conflict with the provisions of the Agreement.

18. **EXECUTION** A fax, email, scan, photocopy, or electronic signature of this Agreement shall be deemed an original for all purposes. This Agreement may be executed in counterparts.

ONLY SIGNATURES TO FOLLOW

Columbia Township, Ohio

By (Printed Name):

Its:

Date:

Will Taylor
Melissa Taylor
Administrator
Dec. 14 2021

APPROVED AS TO FORM:



Law Director

Deer Park Silverton Joint Fire District

By (Printed Name):

Its:

Date:

William A. Lette
BOARD PRESIDENT
November 9, 2021

APPROVED AS TO FORM:



Law Director

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COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

to authorize a contract amendment so that the Silverton Fire District and Ridge Fire District will continue to receive fire protection and ambulance services necessary for the public welfare.

Motion to accept Resolution made by Mr./ Mrs. Kubicki

Seconded by: Mr. Mrs. Hughes

VOTE:

TRUSTEE	Voting	Signature	Date
David Kubicki, Chairperson	<u>Yes</u>	<u>[Signature]</u>	<u>12/14/21</u>
Brian Lamar, Vice-Chair	<u>yes</u>	<u>[Signature]</u>	<u>12-14-21</u>
Susan Hughes, Trustee	<u>yes</u>	<u>Susan Hughes</u>	<u>12-14-21</u>

ATTEST: Caroline B. Heekin 12-14-21
Caroline Heekin, Fiscal Officer

Passed this 14th day of December, 2021