

First Reading: October 24, 2006  
Second Reading: Dispensed, 2006  
Third Reading: Dispensed, 2006

**RESOLUTION 16 -2006**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CLERK-TREASURER TO ENTER INTO A FIRE PROTECTION AGREEMENT WITH THE LITTLE MIAMI JOINT FIRE & RESCUE DISTRICT, DISPENSING WITH THE SECOND AND THIRD READINGS AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village of Newtown previously entered into an agreement for fire and emergency medical services with the Little Miami Joint Fire & Rescue District (the "District"); and

**WHEREAS**, changes in funding of the District has necessitated a new contract with the District; and

**WHEREAS**, O.R.C. 9.60 permits a political subdivision such as the Village of Newtown to contract for fire protection with a firefighting agency such as the District;

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Village of Newtown, State of Ohio:

**SECTION 1.** That the Mayor and Clerk-Treasurer are hereby authorized and directed to enter into the Fire Protection and Emergency Medical Services Agreement with the District as set forth in Exhibit A to this Resolution

**SECTION 2** The Council of the Village of Newtown, by at least three-fourths vote of all of its members, dispenses with the requirement that this Resolution be read on three separate days and authorizes its passage upon one reading.

**SECTION 3.** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and shall be effective immediately. The reason for said declaration of emergency is the immediate need to insure that the Village of Newtown receives fire protection at all times.

**VOTE RECORD:**

Mr. Cosby YES

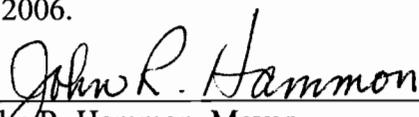
Mr. Evans YES

Ms. Hueber YES

Mr. Kobasuk YES

Ms. McCarthy ABSENT Mr. Pulskamp YES

PASSED this 24<sup>th</sup> day of October, 2006.

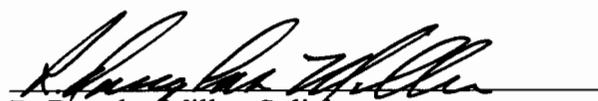
  
\_\_\_\_\_  
John R. Hammon, Mayor  
Village of Newtown, Ohio

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Village of Newtown Fiscal Officer, this 24<sup>th</sup> day of October, 2006.

  
\_\_\_\_\_  
Keri Everett, Fiscal Officer  
Village of Newtown, Ohio

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
R. Douglas Miller, Solicitor  
Village of Newtown, Ohio

## **FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the Village of Newtown, Ohio, a political subdivision of the State of Ohio ("Newtown"), the Village of Fairfax, Ohio, a political subdivision of the State of Ohio ("Fairfax"), and Columbia Township, Ohio, a political subdivision of the State of Ohio ("Columbia Township")(collectively, the "Subdivisions"), and the Little Miami Joint Fire & Rescue District, a firefighting agency of the State of Ohio ("the District").

### **WITNESSETH:**

**WHEREAS**, Section 9.60 of the Ohio Revised Code permits political subdivisions such as the Subdivisions to contract for fire protection and/or emergency medical services with a fire fighting agency such as the District; and

**WHEREAS**, it is necessary to modify the prior Fire Protection Agreements entered into by and between the parties;

**NOW THEREFORE**, it is agreed by and between the parties as follows:

(1) The District shall provide "fire protection" and "emergency medical services" as defined in Section 9.60 of the Ohio Revised Code (and including enforcement of any fire code adopted by the Subdivisions), within the territorial limits of the Subdivisions, however those territorial limits are constituted during the course of this Agreement, on a regular basis, except that as to Columbia Township, the District shall so perform only within the Madison Place, Little Miami, and Kenwood Fire Districts.

(2) As consideration for the services set forth in Section (1) above, the parties agree to the mutual covenants set forth in this Agreement, the adequacy of which is hereby acknowledged. The parties further acknowledge that the Subdivisions are constituent members of the District, with a mutual interest in the operation of the District for the purposes set forth in this Agreement and as set forth in the District-wide tax levy voted by the citizens of the Subdivisions.

(3) For the sum of one dollar per year, and for the duration of Columbia Township's participation in this Agreement and any renewal thereof, Columbia Township agrees to rent to the District the building located at 6904 Murray Avenue in the township as a station house or otherwise for the purpose of housing personnel and storing District equipment and supplies.

(4) For the sum of one dollar per year, and for the duration of Fairfax's participation in this Agreement and any renewal thereof, Fairfax agrees to rent to the District space within the Fairfax Municipal Building for the purpose of storing District equipment and supplies.

(5) The District agrees that as part of the services to be provided under this Agreement, it will maintain, at a minimum, a station house with three personnel on duty twenty four hours a day seven days a week within Newtown. The District will use all reasonable efforts under the circumstances to see that at least one of such personnel is a certified paramedic, but cannot guarantee that a certified paramedic will be on duty at all times. Until such time as

agreed otherwise, the location of such station house will be the current fire station at 3535 Church Street. The parties shall maintain a separate lease agreement for such station house, the terms of which shall include, but not be limited to, that Newtown will lease the station house to the District for one dollar per year, and the District will pay all costs of operating the station house, including but not limited to utilities, repairs, maintenance, liability insurance and capital improvements.

(6) This Agreement shall terminate upon the District's failure to exist, whether such failure results by operation of law or otherwise.

(7) This Agreement shall not affect the right of any of the Subdivisions comprising the District to withdraw from the District at the Subdivision's sole and absolute discretion, and it shall not affect any other right such Subdivision may have by law with respect to the District.

(8) This Agreement may be modified at any time by mutual consent of the parties hereto.

(9) This Agreement shall be in effect from January 1, 2007 through December 31, 2011. However, any Subdivision may terminate its participation in this Agreement pursuant to the provisions set forth in O.R.C. § 505.371 or upon giving one hundred and eighty (180) days' notice to the other parties in writing, whichever time period is greater. Each Subdivision shall have the right, subject to the provisions otherwise set forth in this Agreement, to extend this Agreement for each consecutive future year as long as the District remains in existence and such Subdivision remains a member thereof.

(10) The District agrees that all personnel whom it employs or engages to provide fire protection and/or emergency medical services to the Subdivisions, whether full-time, part-time or volunteer, shall complete all training and certifications required by law for provision of such protection.

(11) The District agrees to maintain the buildings and equipment under its care in good condition for their respective purposes and to have on hand at all times adequate supplies and materials for its needs. The District further agrees to service all the fire hydrants within the Subdivisions, and, except in any jurisdiction where the expense is borne by the county, the District shall be responsible for all above-ground exterior painting, repair, and replacement of the hydrants. The District shall also provide fire inspection and investigation services while this Agreement is in effect. The Subdivisions agree that the fire hydrants shall be painted hi-visibility yellow to maintain uniformity within the District.

(12) If and when the District's equipment and employees are otherwise engaged on a call to provide fire protection or emergency medical services, there will be no liability whatsoever upon the District for its failure to respond to a call for assistance made by a resident of the Subdivisions. However, the District shall maintain a membership with the Hamilton County Fire Chief's Association or other applicable entity so as to be eligible for mutual aid from other fire or emergency medical service agencies within Hamilton County, Ohio. In the

IN WITNESS WHEREOF, the parties have executed the Agreement as of the dates set forth below.

WITNESSETH:

VILLAGE OF NEWTOWN

Shawn M. McBurn

By: John R. Hammon  
Mayor

Date: 10-25-06

WITNESSETH:

LITTLE MIAMI JOINT  
FIRE & RESCUE DISTRICT

Jennifer M. Kamin

By: Theodore W. Shannon  
President, Board of Trustees

Date: 11/8/06

event mutual aid is needed for an emergency response into the Subdivisions, the closest and most appropriate fire or emergency medical service agency will be requested to respond to that need.

(13) The District agrees to use its best efforts to minimize losses in case of fire or other emergency, but in no way warrants the results thereof. Further, there will be no liability whatsoever upon the District on account of the failure of any fire hydrant to operate, it being understood that the servicing of fire hydrants shall not constitute a warranty as to their operating condition.

(14) The Subdivisions shall have complete access to the books and records of the District, including any reports generated by the District. Such access shall be given in such a manner as not to interfere with the District's necessary or emergency operations. Upon request, the District shall provide the Subdivisions with monthly reports (or any other interval to which the parties agree) concerning statistical data relative to the operations of the District. Such reports shall be in a uniform format developed by the District. The District shall retain the right to bill residents of the District, however, the District shall only "soft bill" the residents, that is, it will only collect that portion of the bill paid by a third party, and will return any funds paid by a resident for such bill.

(15) In the event the District ceases to exist by operation of law or otherwise, or in the event any Subdivision withdraws from the District pursuant to O.R.C. § 505.371, the Subdivisions', or as the case may be, Subdivision's, share of the funds on hand, moneys and taxes in the process of collection, credits, and real and personal property of the District shall be apportioned to the Subdivision or Subdivisions in accordance with the provisions set forth in O.R.C. § 505.371. As part of the statutory division of assets conducted by the County Auditor pursuant to O.R.C. § 505.371, and to the extent possible and otherwise consistent with law, any asset which a Subdivision conveyed to the District upon its joining the District shall be returned, assigned, and re-conveyed to the particular Subdivision which contributed that asset.

(16) All requirements of applicable law are incorporated by reference as if fully set forth herein.

(17) The prior Fire Protection Agreements between the parties are hereby superseded by this Agreement and, as of January 1, 2007, shall be of no further force and effect.

(18) This Agreement may be executed in counterparts.

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