

## AGREEMENT TO PROVIDE FIRE AND EMS SERVICES

This Agreement is entered into between **Union Township** and **Amelia Village** this 19<sup>th</sup> day of July, 2004.

WHEREAS, Amelia Village posted a legal notice requesting proposals for Fire and EMS services which requested sealed proposals on or before February 27, 2004; and

WHEREAS, Union Township operates a fire department which provides fire protection and emergency medical services to the citizens of Union Township as authorized by R.C. 505.37; and

WHEREAS, Union Township and Amelia Village are authorized to contract for the provision of firefighting and emergency medical services in accordance with R.C. 9.60; and

WHEREAS, Union Township timely submitted a proposal for Fire and EMS services; and

WHEREAS, Union Township's proposal for Fire and EMS services was the lowest and best proposal; and

WHEREAS, Amelia Village and Union Township are desirous of entering into this Agreement for the provision of Fire and EMS services by Union Township to Amelia Village;

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. **Term of Agreement:** This Agreement will begin ***December 31, 2004***, and will end ***December 31, 2014***. The parties may terminate this Agreement at any time upon written mutual agreement. Within six (6) months of the end of the term of this Agreement, the parties will meet to discuss whether to renew the Agreement.

2. **Cost of Agreement:**

a) <u>Year</u>	<u>Cost</u>
2005	\$265,000 or 100% of the net proceeds* <sup>1</sup> from the Fire & EMS Levy; whichever is greater
2006	\$265,000 or 100% of the net proceeds from the Fire & EMS Levy; whichever is greater
2007	\$275,700 or 100% of the net proceeds from the Fire & EMS Levy; whichever is greater
2008	\$281,800 or 100% of the net proceeds from the Fire & EMS Levy; whichever is greater
2009	\$286,800 or 100% of the net proceeds from the Fire & EMS Levy; whichever is greater
2010	\$292,500 or 100% of the net proceeds from the Fire & EMS Levy; whichever is greater
2011	\$298,400 or 100% of the net proceeds from the Fire & EMS Levy; whichever is greater
2012	\$304,400 or 100% of the net proceeds from the Fire & EMS Levy; whichever is greater
2013	\$310,400 or 100% of the net proceeds from the Fire & EMS Levy; whichever is greater
2014	\$316,000 or 100% of the net proceeds from the Fire & EMS Levy; whichever is greater

b) Cost for Supplemental Services for Amelia Village Police.

<u>Year</u>	<u>Cost</u>
2005	\$0
2006	\$0
2007	\$34,000
2008	\$35,500
2009	\$37,000
2010	\$38,500
2011	\$40,000
2012	\$41,500
2013	\$43,000
2014	\$44,500

All reasonable switch over costs will be paid by Union Township. The changeover costs of 911 services will be billed to Union Township by Cincinnati Bell.

3. **Payment:**

Payment of the Agreement amounts as set forth in Paragraphs 2 a) and b) are due and payable to Union Township on **October 1st** of the calendar year for which the payment is made.

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<sup>1</sup>\* Net proceeds is defined as the total amount of money recovered through Amelia Village Fire and EMS levy minus expenses paid to the auditor associated with the collection of the levy.

4. **Services to Be Provided:**

Attached hereto, incorporated herein by reference and designated **Exhibit A** is the ***Union Township Fire & EMS Service Proposal***. Union Township will provide Fire and EMS service as set forth in the proposal and will provide CPR/AED, AEDS and first aid training to Amelia Village police officers. Union Township will build a new fire station within 3 air miles of the Amelia Village within 3 years of the signing of this Agreement. In the event that circumstances beyond Union Township's control prevent the construction of the building in that period of time, the parties will meet to mutually determine a reasonable extension.

5. **Insurance:**

Union Township will provide annual written proof of liability insurance of their Fire and EMS services to Amelia Village.

6. **Cooperation:**

The parties agree to cooperate in the transition to Union Township's providing of Fire and EMS services. Amelia Village agrees to adopt the same fire code which has been adopted by Union Township and to use compatible communications equipment. Amelia Village agrees to cooperate in the acquisition of grants and other outside funding sources relative to the delivery of the services detailed in this Agreement.

7. **Severability:**

The provisions of this Agreement are severable. If any material provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the provisions of this Agreement will remain in full force and effect.

8. **Ohio Law to Apply:**

This Agreement shall be construed under and in accordance with the laws of the State of Ohio. All obligations of the parties created hereunder are performable in Clermont County, Ohio.

9. **Notices:**

All notices, payments or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed to the following addresses:

**Amelia Village - 44 West Main Street  
Amelia, Ohio 45102**

**Attention: Mayor**

**Union Township - 4350 Aicholtz Road  
Cincinnati, OH 45245**

**Attention: Administrator**

10. **Mediation:**

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Union Township and Amelia Village shall endeavor to resolve claims, disputes and other matters in question between them by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held Clermont County, Ohio, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11. **Arbitration:**

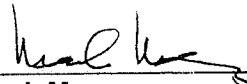
Disputes arising out of or related to this Agreement that are not resolved successfully through mediation will be the subject of litigation in the Court of Common Pleas for Clermont County, Ohio, unless the parties agree to pursue resolution through another forum such as arbitration.

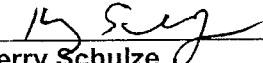
12. **Counterparts; Captions:**

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, Amelia Village and Union Township have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinbefore written.

**AMELIA VILLAGE**

By:   
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Mark Menz  
Mayor

By:   
\_\_\_\_\_  
Kerry Schulze  
Clerk/Treasurer

**UNION TOWNSHIP**

By:   
\_\_\_\_\_  
Ken Geis  
Township Administrator