

RESOLUTION NO. 15-2017

A RESOLUTION BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, OHIO TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE GOSHEN TOWNSHIP TRUSTEES FOR FIRE PROTECTION SERVICES FROM THE CITY OF NEW PHILADELPHIA WITHIN GOSHEN TOWNSHIP, OHIO FOR THE CALENDAR YEARS 2017, 2018, 2019, 2020 & 2021, AND DECLARING AN EMERGENCY.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, OHIO:

SECTION 1. The Council of the City of New Philadelphia does hereby authorize the Mayor to enter into an agreement with Goshen Township Trustees for fire protection services from the City of New Philadelphia within Goshen Township, Ohio as follows:

For the Calendar Year 2017	\$118,450.00
For the Calendar Year 2018	\$122,004.00
For the Calendar Year 2019	\$125,664.00
For the Calendar Year 2020	\$129,434.00
For the Calendar Year 2021	\$133,317.00

SECTION 2. This Resolution is hereby declared to be an emergency measure and its immediate passage is necessary in order to preserve, protect and maintain the health, safety and welfare of the citizens of the City of New Philadelphia, Ohio.

SECTION 3. This resolution shall take effect immediately upon its passage and approval.

PASSED: February 27, 2017


SAM HITCHCOCK
PRESIDENT OF COUNCIL

ATTEST:


JULIE COURTRIGHT
CLERK OF COUNCIL

APPROVED:


MAYOR JOEL B. DAY

SPONSORED BY: SAFETY, HEALTH & SERVICE COMMITTEE

**Goshen Township Fire Protection
AGREEMENT**

THIS AGREEMENT made this ___ day of _____, 20____, by and between the city of New Philadelphia, Tuscarawas County, Ohio, a Municipal corporation, hereinafter called "CITY" and Goshen Township, tuscarawas County, Ohio, a political subdivision, hereinafter called "TOWNSHIP".

WHEREAS, TOWNSHIP does not have a Fire Department and wants to obtain fire protection and services for its inhabitants, and CITY is willing to furnish the same, and the legislative bodies of each has authorized the execution of a contract and;

WHEREAS, the parties hereto have previously entered into a series of contracts with the last contract signed in 2011;

NOW, THEREFORE, in consideration of the mutual promises made to each other and by virtue of 9.60, 505.37, 505,37 (B) and (D) and 505.44 of the Revised Code of Ohio, the Parties promise and agree as follows:

1. TERM. CITY shall furnish fire protection to the residents, inhabitants, and property owners of Goshen township from the date of signing this agreement

through December 31, 2021, unless and until otherwise modified or as provided herein.

2. NOTICE. CITY shall respond immediately to all notifications of fire and requests for rescue.

3. FIRE SERVICE. In responding to fire calls, CITY agrees to supply, furnish and respond with fire vehicles, equipment and manpower sufficient to extinguish the fire area as is consistent with the responsibility and capabilities of the Fire Department of the CITY.

4. RESCUE SERVICE. to respond to rescue calls, CITY agrees to supply, furnish and respond with rescue vehicles, equipment, and manpower sufficient to accomplish rescue and extrication evolutions and treat and remove to definitive medical care, all persons in need of such care, as is consistent with the responsibility and capabilities of the Fire Department of the CITY.

5. OTHER MISCELLANEOUS SERVICES. CITY shall provide miscellaneous Fire Department related services consistent with those services currently provided to the residents and business owners/operators of the CITY such as public service calls, carbon monoxide investigations, hazardous materials responses, excluding commercial fire safety inspections.

6. **CONTROL.** Determination of vehicle, equipment and manpower needs as required above, will be under the exclusive control of CITY.

7. **CONSIDERATION.** TOWNSHIP shall pay to CITY at the times hereafter stated the fees set forth in the following schedules:

ANNUAL PAYMENT SCHEDULE and LUMP SUM PAYMENT

	<u>ANNUAL</u>	<u>PER QUARTER</u>
A. For the Calendar Year 2017	\$118,450.00	\$29,613.00
B. For the Calendar Year 2018	\$122,004.00	\$30,501.00
C. For the Calendar Year 2019	\$125,664.00	\$31,416.000
D. For the Calendar Year 2020	\$129,434.00	\$32,359.00
E. For the Calendar Year 2021	\$133,317.00	\$33,330.00

Payments for the calendar year are to be paid in four (4) equal quarterly payments due and payable on the first day of January, April, July and October.

The aforesaid quarterly payments shall be allocated by the City finance Committee to the fund it deems necessary for the fire Department .

8. **FIRE OFFICER.** TOWNSHIP designates the Chief of the New Philadelphia Fire Department Service as Chief Fire Officer and such other officer

as he delegates with such powers as provided by law, and, in particular, Ohio Revised Code Section 3737.14 during the term of this contract.

9. CANCELLATION. it is mutually agreed that either Party may cancel this contract upon giving written notice to the other Party ninety (90) days prior to the date of cancellation. Upon cancellation, TOWNSHIP shall pay all sums of money then due under the terms of this agreement to the CITY and TOWNSHIP owned equipment will be returned to TOWNSHIP unless otherwise agreed between the parties.

Notwithstanding the foregoing provisions, if TOWNSHIP is in default in any payment, then CITY may terminate this agreement by giving TOWNSHIP a thirty (30) day written notice of intent to terminate.

10. EFFECTIVE DATE. These quarterly payments due under this agreement shall begin January 1, 2017, then quarterly as follows: (January 1, April 1, July 1, or October 1) after the passage of legislation by the city of New Philadelphia Council, the passage of a resolution by the Goshen Township Trustees, and the signing of this agreement pursuant to those authorizations. By their signatures below each individual in his representative capacity certifies that he is authorized to execute this agreement and that the actions of the Council of the

City of new Philadelphia and the Goshen Township Trustees were taken in open meetings of these bodies as authorized by Ohio Law.

IN WITNESS WHEREOF, the City of New Philadelphia, a municipal corporation, sets its hand and corporate seal by Joel Day, its Mayor and J. Gregory Popham, its Director of Public Safety, and goshen Township Trustees Tuscarawas County, Ohio, a political subdivision, by its Board of Trustees, have hereunto set their hands this ____ day of _____, 2017.

signed in the presence of:

CITY OF NEW PHILADELPHIA

Witness

By: _____
Joel Day, Mayor

Witness

J. Gregory Popham,
Director of Public Safety

GOSHEN TOWNSHIP

Witness

By: _____
Township Trustee

Witness

By: _____
Township Trustee

Witness

By: _____
Township Trustee