

TO: Mayor Stefan C. Densmore
Members of Village Council

FROM: Terrence M. Donnellon

RE: Golf Manor Withdrawing as a Member of the
Little Miami Joint Fire and Rescue District

DATE: November 5, 2021

The following legislation is on the Agenda for the November 8th meeting of Village Council:

1. Resolution No. 2021 – 35

A Resolution Authorizing Golf Manor To Withdraw As A Member Of The Little Miami Joint Fire and Rescue District, Approving An Asset Allocation Agreement and Declaring An Emergency

After several months of study and negotiations, we are recommending Council withdraw from the Little Miami Joint Fire and Rescue District and with the companion legislation transition Fire protection and Emergency Medical Services to the Deer Park Silverton Joint Fire District. Deer Park Silverton is ready to assume such responsibility under a separate Contract effective March 1, 2022. Deer Park Silverton currently is in the process of hiring three (3) new crew members to expand their service area to include the Village of Golf Manor.

R.C. § 505.371 allows us to join the Joint Fire District, but also allows us to withdraw from such District. The withdrawal date can be no sooner than January 1 or a later date the calendar year following adoption. It is important that Council adopt this withdrawal Resolution this calendar year to be able to complete the transition March 1, 2022.

As part of withdrawing from the District, the Hamilton County Auditor is to allocate the assets and indebtedness of the District. We have negotiated an Allocation Agreement with the District and the District partners which we would ask Council to adopt as a part of this Resolution and which separately will be adopted and approved by the Little Miami Joint Fire and Rescue District then presented to the Hamilton County Auditor. We want to move quickly through this process so that tax collections in 2022 arising from the period of time when the Village was a Member of the District can be appropriately returned to the Village to support services with Deer Park Silverton. Additionally, we have balanced the need for financial stability, both for the District and the Village, to spread out the term for payments over a period of five (5) years. The District

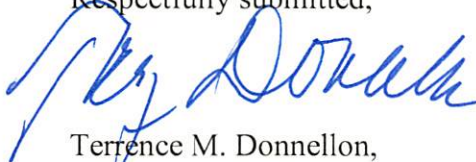
also will salvage certain property which is no longer needed to provide Fire protection and Emergency Medical Services, and Golf Manor will receive a portion of this assets once sold.

2. Resolution No. 2021-36

A Resolution Approving And Authorizing A Fire Protection Agreement With The Deer Park Silverton Joint Fire District And Declaring An Emergency

This Resolution authorizes a Fire Protection Agreement with the Deer Park Silverton Joint Fire District effective March 1, 2022. The District has asked that we adopt this Resolution at this time so they may begin preparations to hire new staff to be on board with the transition March 1, 2022. The Agreement calls for a payment of \$550,000 per year with a supplemental payment of up to \$64,000 each year, which \$64,000 will be set off by monies received by the new District from billing Fire and EMS services to the Golf Manor community. As in the past, services are billed to the patient and if they are a resident of the Village and such services are not covered by separate insurance coverage, the additional cost is waived. Based upon prior history, we anticipate these soft billings will substantially cover the additional \$64,000, but the Village is prepared in its budget to cover this difference during the five (5) year term. Please note the contract also includes a three percent (3%) increase in the fourth and fifth year, and there is no early termination fee if Golf Manor is able to deliver to the new District the 2008 Horton Ambulance to be acquired with the Allocation of Assets from the Little Miami Joint Fire and Rescue District.

Respectfully submitted,



Terrence M. Donnellon,
Village Solicitor

TMD/lld

Enclosures

cc: Ron Hirth, Village Administrator
Andy Lanser, Asst. Village Administrator

RESOLUTION NO. 2021 - 35

A RESOLUTION AUTHORIZING GOLF MANOR TO WITHDRAW AS A MEMBER OF THE LITTLE MIAMI JOINT FIRE AND RESCUE DISTRICT, APPROVING AN ASSET ALLOCATION AGREEMENT AND DECLARING AN EMERGENCY

WHEREAS, pursuant to R.C. § 505.371, the Village of Golf Manor through Village Council did elect to join as a Member of the Little Miami Joint Fire and Rescue District and to execute a Membership Agreement effective January 1, 2018; and

WHEREAS, pursuant to R.C. § 505.371, the Village is authorized to withdraw as a Member of the District by taking legislative action, which withdrawal can be effective on or after the first day of January of the year following adoption of the Resolution of Withdrawal; and

WHEREAS, after a careful study of alternatives for providing fire protection and emergency medical services for the Village of Golf Manor, the Administration has recommended and Council has agreed that the Village would be better served by transitioning such services to the Deer Park Silverton Joint Fire District, and the Deer Park Silverton Joint Fire District has tendered a Fire Protection Agreement to the Village to begin such services March 1, 2022, which Fire Protection Agreement Council separately shall authorize contemporaneous with the approval of this Resolution; and

WHEREAS, pursuant to R.C. § 505.371(D), upon withdrawing from the District, the Hamilton County Auditor is to allocate the assets and liabilities of the District among the withdrawing Member and the District according to their proportionate tax duplicate values; and

WHEREAS, the Village Administration separately has negotiated an Agreement for the Allocation of Assets and Apportionment of Indebtedness, a copy of which is attached hereto, and Council has been asked to recommend with this Resolution that such Agreement be approved and submitted to the Hamilton County Auditor to be implemented to facilitate this transition.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Golf Manor, Hamilton County, Ohio, that:

SECTION I. Council does hereby withdraw from the Little Miami Joint Fire and Rescue District effective 11:59:59 PM February 28, 2022. Notice shall be appropriately given to the Little Miami Joint Fire and Rescue District and all other supporting agencies that this withdrawal shall be effective as of that date and time.

SECTION II. Council does hereby approve an Agreement for Allocation of Assets and Apportionment of Indebtedness in the substance and form of such Agreement as attached hereto as Exhibit A. The Village Administrator is authorized to execute the final Agreement with the Little Miami Joint Fire and Rescue District and to submit such signed Agreement to the Hamilton County Auditor requesting its approval for the Allocation of Assets and Indebtedness pursuant to R.C. § 505.371(D).

SECTION III.

Council does recommend that a separate Committee or Commission be convened with neighboring jurisdictions in eastern Hamilton County to study the delivery of Fire and Emergency Medical Services to develop a more efficient model for delivery of such services, to avoid redundancy and to prevent gaps in service. Council believes the residents of the Village of Golf Manor and residents in surrounding jurisdictions may be serviced more efficiently and long-term by having a joint plan implemented among various jurisdictions.

SECTION IV.

To efficiently transition Fire protection and Emergency Medical Services, and to leave no gaps in such services with the effective withdrawal from the Little Miami Joint Fire and Rescue District and the simultaneous transition to the Deer Park Silverton Joint Fire District, this Resolution is hereby declared to be an emergency measure necessary to preserve the public health, safety and welfare, and it shall take effect immediately upon passage.

PASSED this _____ day of _____, 2021.

Mayor Stefan C. Densmore

ATTEST:

Paula Burgin, Assistant Clerk

APPROVED AS TO FORM:



Terrence M. Donnellon, Solicitor

**AGREEMENT FOR THE ALLOCATION OF ASSETS AND APPORTIONMENT OF
INDEBTEDNESS OF THE LITTLE MIAMI JOINT FIRE AND RESCUE DISTRICT**

This Agreement for the Allocation of Assets and Apportionment of Indebtedness of the Little Miami Joint Fire and Rescue District ("Agreement") is made and entered into as of the latest date specified in the signatures below by and between the **Village of Golf Manor, Ohio**, an Ohio municipal corporation ("Golf Manor") and the **Little Miami Joint and Fire Rescue District**, a joint Fire District of the State of Ohio organized under R.C. § 505.371 ("District") (collectively, the "Parties").

WHEREAS, Golf Manor did vote to join and did execute a Membership Agreement with the District effective January 1, 2018 to enable Golf Manor to become a Member of the District and to be served by the District pursuant to R.C. § 505.371; and

WHEREAS, pursuant to R.C. § 505.371, Golf Manor has passed Resolution No. _____ under which Council for the Village of Golf Manor has elected to withdraw as a Member of the District effective March 1, 2022; and

WHEREAS, upon Golf Manor's election to withdraw from the District, pursuant to R.C. § 505.371(D) the Village ceases to be a part of the District effective upon the withdrawal date, and the power of the District to levy a tax upon taxable property within Golf Manor terminates; and

WHEREAS, pursuant to R.C. § 505.371(D), upon withdrawing from the District the County Auditor is required to ascertain, apportion and order a division of the assets of the District, including funds on-hand, which would include the funds in any ambulance and emergency medical services funds, monies and taxes in the process of collection (except for taxes levied for the payment of indebtedness), credits, and real and personal property,

which allocation shall be made either in money or in-kind property on the basis of the valuation of the respective tax duplicates of the withdrawing municipal corporation and the remaining territory of the Joint Fire District; and

WHEREAS, based upon the available evaluations from the Hamilton County Auditor, the Parties have determined that Golf Manor's proportionate share of assets and liabilities is Twenty-Two and Sixty-Nine one hundredths percent (22.69%); and

WHEREAS, to facilitate Golf Manor's withdrawal from the District and to facilitate Golf Manor entering into a contract for substitute fire services, the Parties among themselves have reached an agreement upon the Allocation of Assets and liabilities consistent with R.C. § 505.371(D), which agreed Allocation is embodied within this Agreement; and

WHEREAS, this Agreement has been approved by both the Council of the Village of Golf Manor in conjunction with voting to withdraw from the District, and the District in conjunction with accepting Golf Manor's notice and planning for the future financial stability of the District; and

WHEREAS, the Parties agree to jointly advocate to the Hamilton County Auditor to accept this Agreement and approve this Agreement to permit the Allocation of Assets and liabilities, and to secure the financial stability of both the District and Golf Manor, and to support uninterrupted continuing service for Golf Manor upon Golf Manor's withdrawal from the District.

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

1. **Allocation of Tangible Personal Property.** Except as otherwise provided herein, the Parties agree that all Tangible Personal Property located either within Station 47 in the Village of Golf Manor, from which the District services Golf Manor and surrounding jurisdictions, and all Tangible Personal Property located within Station 66 in the Village of Fairfax which services Fairfax and portions of Columbia Township, shall remain the property of the District. Provided, however, as a part of the Allocation of Assets, the District shall transfer to Golf Manor all right, title and interest to the 2008 S4 Horton F350 currently located in Station 47. Such transfer shall occur on or before March 1, 2022 to facilitate Golf Manor's transition for fire and emergency medical service to the Deer Park Silverton Joint Fire District. The value of this 2008 Horton vehicle has been established at Ten Thousand Dollars (\$10,000.00) and shall be deducted herein as provided in Paragraph 7 entitled *Cash Distribution/Deferred Payment*. Additionally, that Tangible Personal Property, as identified on **Exhibit A** attached hereto, retained by the District shall be sold by the District, and 22.69% of the net proceeds from such sales shall be paid by the District to Golf Manor within thirty (30) days of the sale of such Tangible Personal Property. The District shall use reasonable diligence to place such Tangible Personal Property for sale consistent with Ohio law. Until such sale is complete, the District shall be entitled to continue to use and/or store such Tangible Personal Property at Station 47 to facilitate the salvage sale. Provided, however, that any Tangible Personal Property which has not been sold and removed from Station 47 by July 31, 2022 shall be removed by the District from Station 47 and sold as reasonably practical on or before September 1, 2022. In allowing the storage of such Tangible Personal Property at Station 47 after withdrawing from the District, Golf Manor shall have no responsibility to repair,

maintain or to secure such Tangible Personal Property as it shall remain the property of the District, and it shall be the District's responsibility to appropriately store and maintain such Tangible Personal Property until a sale is complete.

In determining the allocation of Tangible Personal Property to be applied to the Cash Distribution/Deferred Payment under Paragraph 7, the Parties agree to the following calculation:

Total value of Tangible Personal Property within the District as of December 31, 2021:	\$320,132.47
Value of Tangible Personal Property to be salvaged and sold:	<u>\$109,979.28</u>
Total Value of Tangible Personal Property to be allocated:	\$210,153.19
Golf Manor's proportionate share of Tangible Personal Property to be allocated and not sold (22.69%):	\$ 47,683.76
Allocation for Cash Distribution/Deferred Payment:	\$ 47,683.76
2008 S4 Horton F350:	<u>(\$ 10,000.00)</u>
Cash to be added to Distribution formula:	\$ 37,683.76

2. **Station 66 Value.** The Parties have agreed that in the Allocation of Assets the allocation value of Station 66 shall be set at One Million Eight Hundred Thirty Seven Thousand Seven Hundred Eighty Dollars (\$1,837,780.00), which is the current market value listed by the Hamilton County Auditor. Based upon this value, Golf Manor shall be allocated in the Cash Distribution/Deferred Payment noted in Paragraph 7 below the sum

of Four Hundred Sixteen Thousand Nine Hundred Ninety Two Dollars and Twenty Eight Cents (\$416,992.28).

3. **Cash Balance:** The Parties agree that all funds on deposit with the District at the close of business December 31, 2021, including the General Fund, Ambulance and EMS Fund and Debt Service Fund, shall be considered to be the final Cash Balance. Golf Manor shall receive 22.69% of that final Cash Balance, subject to any debts in the process of being paid, and such allocated Cash Balance shall be added to the Cash Distribution/Deferred Payment as set forth in Paragraph 7 below.

4. **Receivables.** The District has accumulated certain Receivables which are managed and collected through Medicount representing Fire and EMS Services billed by the District. Recognizing that only a portion of such Receivables may be collected by the time of Golf Manor's withdrawal from the District, the Parties agree that in lieu of allocating specific Receivables as of December 31, 2021, Golf Manor will continue to receive 22.69% of all collected Receivables for services rendered by the District prior to December 31, 2021 and collected by the District through June 30, 2022. The District shall provide to Golf Manor effective as December 31, 2021 a list of all Receivables outstanding, and the District shall account to Golf Manor at the close of each month until June 30, 2022 the amount of such Receivables collected. Golf Manor agrees that the total amount of the monthly collectibles shall then be paid by the District to Golf Manor on or before July 31, 2022.

5. **Taxes in the Process of Collection.** As Golf Manor will remain a part of the tax district for the District through December 31, 2021 and real estate taxes collected by the Hamilton County Treasurer in calendar year 2022 represent levies assessed by

the District against property within the District including Golf Manor through calendar year 2021. Except as provided herein, 22.69% of Taxes in the Process of Collection collected in calendar year 2022 shall be paid by the Hamilton County Auditor and/or Treasurer directly to Golf Manor. Such monies shall be paid to Golf Manor in the ordinary course for the settlement of property taxes with a local jurisdiction, and if such monies cannot be paid by the Hamilton County Auditor and/or Treasurer directly to Golf Manor and if they are paid directly to the District for tax year 2021, collection calendar year 2022, the District within thirty (30) days of receipt of such funds shall forward to Golf Manor its proportionate share of such tax collections.

To facilitate Fire Protection and Emergency Medical Services until the withdrawal is complete at 11:59:59 PM February 28, 2022, either the District shall retain or Golf Manor shall pay to the District one twelfth (1/12th) of the Taxes in the Process of Collection for both January and February 2022.

6. **Liabilities.** Other than day-to-day operating expenses which will be paid by the District through the close of calendar year 2021 from the Cash Balance, Golf Manor agrees that it should be liable for its proportionate share (22.69%) of the outstanding loan balance due from the District to the Village of Fairfax as of December 31, 2021. It is anticipated that this loan balance with payments consistent with the schedule for repayment of the Promissory Note will be Three Hundred One Thousand Nine Hundred Seventy Dollars and Sixty Five Cents (\$301,970.65). Golf Manor's proportionate share of such debt (22.69%) equal to Sixty Eight Thousand Five Hundred Seventeen Dollars and Fourteen Cents (\$68,517.14) shall be setoff against the Cash Distribution/Deferred Payment as noted in Paragraph 7 below.

7. **Cash Distribution/Deferred Payment.** The sum of the allocated value of Tangible Personal Property retained by the District and allocated to Golf Manor in its proportionate share, (\$37,683.76), plus the Cash Balance as determined under Paragraph 3 above, plus the sum of Four Hundred Sixteen Thousand Nine Hundred Ninety Two Dollars and Twenty Eight Cents (\$416,992.28) representing the agreed allocation value of Station 66, less the outstanding balance on the debt due for the Fairfax loan as noted in Paragraph 6 above, shall equal the Cash Distribution/Deferred Payment amount due from the District to Golf Manor. This Cash Distribution/Deferred Payment amount does not include monies to be received by Golf Manor from the sale of salvaged Tangible Personal Property as noted in Paragraph 1 above, nor from the collection and processing of Receivables, nor from the Allocation of Taxes in the Process of Collection. This sum, once determined after the reconciliation of the Cash Balances in the First Quarter of 2022, shall be paid in five (5) equal annual installments to Golf Manor commencing March 1, 2022 and continuing March 1 of each calendar year in 2023, 2024, 2025 and 2026. Provided, however, that the installment payments due March 2024 and March 2025 shall be increased by three percent (3%) each.

8. **Termination of Agreement of Lease.** Separately, the Parties entered into an Agreement of Lease effective January 1, 2018, which was to continue for an indefinite period of time ending upon Golf Manor withdrawing as a Member from the District. The Agreement of Lease, according to its Terms, shall continue past March 1, 2022 and continue on a month-to-month basis until such time as the District no longer uses the Leased Premises for Fire Service/Emergency Medical Service or to maintain and store Tangible Personal Property to be sold at salvage sale. The District agrees to give Golf

Manor no less than thirty (30) days' notice of the date it shall vacate the Lease Premises and terminate the Agreement of Lease. Provided, however, the Agreement of Lease and the continuation of the Agreement of Lease shall not continue past August 31, 2022.

9. **Advocacy to the Hamilton County Auditor.** The Parties agree to fully support and to advocate the Hamilton County Auditor for the immediate approval of this Agreement to effectively support Golf Manor's withdrawal from the District and to transition Golf Manor's Fire protection and Emergency Medical Services to the Deer Park Silverton Joint Fire District. The Parties acknowledge that time is of the essence in submitting this Agreement for approval and securing approval by the Hamilton County Auditor.

10. **Miscellaneous.**

A. The Parties represent and acknowledge that in executing this Agreement, they did not rely and have not relied upon any representation or statement made by each other or by any other agents, representatives, or attorneys for each other with respect to the subject matter, basis, or effect of this Agreement.

B. The Parties acknowledge that they have read this Agreement in its entirety and have discussed all aspects of it with their attorneys, and that their agreement to all of its provisions is made freely, voluntarily and with full knowledge and understanding of its content. This Agreement is contractual in nature and deemed to have been drafted by all Parties.

C. Each undersigned individual warrants that he or she is authorized by the entity on whose behalf he or she signs, that he or she is authorized to sign this

Agreement on that Party's behalf, and that such signature shall bind each respective Party to the terms and conditions set forth herein.

D. Except as required by law, this Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings, whether oral or written, among the Parties pertaining to the subject matter of this Agreement.

E. There shall be no oral amendment of this Agreement. Any amendment shall be in writing and executed by all Parties.

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

**Village of Golf Manor, Ohio,
an Ohio municipal corporation**

By: _____

Ron Hirth

Its: Village Administrator

Date: _____

**Little Miami Joint Fire and Rescue
District,
a joint Fire District of the State of Ohio**

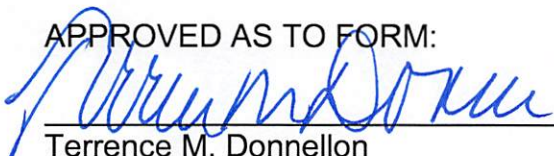
By: _____

Carson Shelton

Its: President, Board of Trustees

Date: _____

APPROVED AS TO FORM:



Terrence M. Donnellon
Solicitor for the Village of
Golf Manor, Ohio

APPROVED AS TO FORM:

Alan H. Abes
Legal Counsel for the Little Miami
Joint Fire and Rescue District

EXHIBIT A

Tangible Personal Property

1. 2002 S4 Horton F350
2. 2001 Seagrave Engine 47
3. 2007 Ford Explorer
4. 2009 Chevrolet Tahoe
5. LP15 (2) Defib Monitors
6. Personal Protective Equipment
7. Mako Air Fill Station
8. Genesis Hydraulic Tools
9. Firehose
10. Industrial Dryer
11. Extractor
12. Miscellaneous Inventory (approximate value \$11,717.50)

*The above personal property does not include certain fitness equipment previously identified as part of the Inventory of the District which has now been identified as Property Acquired by the Village of Golf Manor Police Department through grant funding and must be retained by the Police Department.

RESOLUTION NO. 2021 - 36

A RESOLUTION APPROVING AND AUTHORIZING A FIRE PROTECTION AGREEMENT WITH THE DEER PARK SILVERTON JOINT FIRE DISTRICT AND DECLARING AN EMERGENCY

WHEREAS, Council has elected to withdraw as a Member of the Little Miami Joint Fire and Rescue District ("District") effective March 1, 2022; and

WHEREAS, the Village Administration has carefully studied various alternatives for providing Fire and Emergency Medical Services to the Village with the transition from the District, and the Administration has recommended that the Village Contract, under authority of R.C. § 9.60, with the Deer Park Silverton Joint Fire District ("Deer Park/Silverton") to transition service for the Village to Deer Park/Silverton effective March 1, 2022; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Golf Manor, Hamilton County, Ohio, that:

SECTION I. Under the authority granted to the Village by R.C. § 9.60, Council does hereby accept the attached Fire Protection Agreement negotiated with the Deer Park Silverton Joint Fire District and authorizes the Village Administrator to execute this Agreement for and on behalf of the Village to transition services to the new District effective 12:00 AM March 1, 2022.

SECTION II. In order to assure that there is no disruption in fire protection services and emergency medical services as a result of the Village Council separate decision to withdraw from the Little Miami Joint Fire and Rescue District, this Resolution is hereby declared to be an emergency measure necessary for the public health, safety and welfare, and shall take effect immediately upon passage.


PASSED this _____ day of _____, 2021.

Mayor Stefan C. Densmore

ATTEST:

Paula Burgin, Assistant Clerk

APPROVED AS TO FORM:



Terrence M. Donnellon, Solicitor

FIRE PROTECTION AGREEMENT

THIS AGREEMENT is made and entered into, as of the latest date of execution below, by and between the Village of Golf Manor, Ohio (the "Village") 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 Village 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 Parties agreed in principle for the District to provide Fire Protection and related services to the Village, and wish to memorialize the terms of their agreement;

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 Village within the territorial limits of the Village, 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").

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 Village 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 Village will not be responsible for paying the compensation otherwise due for that month under Section 3.

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

foregoing, the Village shall not owe any Early Termination Fee if, by March 1, 2022, the Village transfers title and possession of an ambulance currently owned by the Little Miami Joint Fire & Rescue District ("LMFR") to the District. Such ambulance shall be in good working order upon transfer, but shall otherwise be transferred without warranty of any kind. The Parties acknowledge that the Village is currently a member of LMFR, and that the Village will use reasonable efforts to obtain title to such an ambulance upon the Village's statutory withdrawal from LMFR.

3. COMPENSATION

(A) As consideration for the Fire Protection Services, the Village shall pay the District the following Base Compensation in equal monthly installments due by the 5th calendar day of each month: \$458,333.33 for the year 2022 (which represents \$550,000 pro-rated for ten months of service beginning March 1, 2022); \$550,000 per year for the years 2023 and 2024; \$566,500 for the year 2025; and \$583,495 for the year 2026.

(B) In addition to the Base Compensation, the District shall bill Village residents 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 total amount of Base Compensation plus amounts actually collected from EMS Billing (together, the "Provisional Compensation") does not at least equal the following Total Compensation for the year specified, the Village will pay the District an amount equal to the difference between the applicable Total Compensation and the Provisional Compensation: \$511,666.67 for the year 2022; \$614,000 for the years 2023 and 2024; \$632,420 for the year 2025; and 651,392.60 for the year 2026.

(D) The District shall provide a final accounting of amounts collected for EMS Billing for the applicable year no later than June 1 of the following year. The District shall provide such interim accounting as the Village reasonably requests. The Village shall pay any amount owed for the difference between the applicable Total Compensation and the Provisional Compensation within 45 calendar days of receipt of the final accounting from the District.

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 Village, 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 Village, 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 Village, 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 Village, 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 Village Council when reasonably requested for the purpose of presenting a report of District activity affecting the Village, and to answer questions from the Village Council or the attending public.

11. **COMMUNITY PARTICIPATION** The District shall have a positive, visible community presence in the Village 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 Village, in care of the Village Administrator at the Village Municipal Building, with a copy to the Solicitor; 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

Village of Golf Manor, Ohio

By (Printed Name):

Its:

Date:

APPROVED AS TO FORM:


Solicitor

Deer Park Silverton Joint Fire District

By (Printed Name):

Its:

Date:

APPROVED AS TO FORM:

Law Director