

**VILLAGE OF NEW LEBANON
MONTGOMERY COUNTY, OHIO**

**RESOLUTION NO: 2025-01
BY
MAYOR DAVID NICKERSON**

A RESOLUTION: AUTHORIZING THE ACTING VILLAGE MANAGER TO ENTER INTO AN AGREEMENT BETWEEN JACKSON TOWNSHIP AND THE VILLAGE OF NEW LEBANON FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES.

WHEREAS, it is the desire of the Jackson Township Trustees to provide fire protection and emergency medical services to that part of the Township known as the Northern Fire District; and,

WHEREAS, the Jackson Township Trustees desire and request that the Village furnish fire protection and emergency medical services to the part of the Township known as the Northern Fire District; and,

WHEREAS, The Village Fire Department is willing to furnish the necessary equipment and staffing to provide fire protection and emergency services.

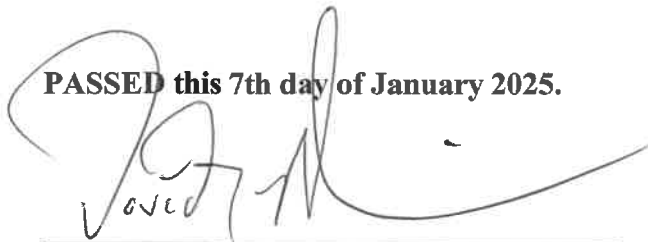
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

SECTION I That the Acting Village Manager is hereby authorized to enter into an agreement with the Township of Jackson, Montgomery County, Ohio to provide services for fire protection and emergency medical services.

SECTION II It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION III That this Resolution shall take effect immediately upon adoption.

PASSED this 7th day of January 2025.



David Nickerson, Mayor

Attest:



Robert Anderson H
Acting Clerk of Council

Date:



Resolution 2024-20

AGREEMENT BETWEEN JACKSON TOWNSHIP and THE VILLAGE OF NEW LEBANON FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

This agreement, made and entered into this 1st day of January 2025, by and between the Village of New Lebanon, Montgomery County, Ohio (hereinafter referred to as "Village") through the Village Council (hereinafter referred to as "Council") and the Township of Jackson, Montgomery County, Ohio (hereinafter referred to as "Township") through the Board of Jackson Township Trustees (hereafter referred to as "Trustees") on behalf of the Jackson Township Northern Fire District (hereinafter referred to as the "Fire District").

Witnesseth That:

WHEREAS, it is the desire of the Trustees to provide fire protection and emergency medical services to that part of the Township known as the Northern Fire District; and

WHEREAS, The Trustees desire and request that the Village furnish fire protection and emergency medical services to that part of the Township known as the Northern Fire District; and

WHEREAS, The Village is willing to furnish the necessary equipment and staffing to provide fire protection and emergency services; and

The Village and the Township do hereby agree as set forth herein:

1. The Village will, on the request of the Township Trustees or their designee(s), furnish necessary equipment and staffing as is available at the time requested to provide for fire protection and emergency medical services within the specified area of the Township.
2. The Fire Chief of the Village shall be the judge of what equipment and staffing is necessary in an emergency and for the provision of the services specified in this agreement.
3. The Village shall carry Worker's Compensation Insurance and have a risk number from the Industrial Commission of the State of Ohio.
4. The Village shall carry liability, bodily injury, property damage, and errors and omissions insurance and shall hold harmless the Township, its Trustees, and

employees from losses that may originate from the provision of the fire protection and emergency medical services within the Fire District.

5. The Township shall pay to the Village all funds received from all North Fire district levies approved by the vote of the taxpayers. Payment shall be made in no less than two (2) installments each year of the contract. Payments shall be paid as soon as Township has receipt of distribution of funds from the Montgomery Auditor and Treasurer of the state of Ohio occurring as part of settlement/distribution (usually in March and August of each year).
6. The Village has approved by adoption of Resolution 94-23 participation in the Miami Valley Fire/EMS Alliance and agreed therein to pay the per capita fee for the Fire District from the Fire Levy Fund.
7. Should the Township decide during the term of this Agreement to participate directly in the Miami Valley Fire/EMS Alliance, the Township will notify the Village of this discussion immediately. The discussion of the Township to directly participate shall require the per capita fees to be paid by the Township from the North Fire District levy proceeds upon receipt of the settlement of tax levy from the Montgomery County Auditor and Treasurer of the State of Ohio prior to the payment to the Village by the Township. The Township will provide the Village a copy of the amount subtracted from levy proceeds paid to the Alliance as part of distribution.
8. Should an issue arise (e.g. Miami Valley Fire/EMS Alliance) or an issue that could not have been reasonably known at the signing of this Agreement arise, such issue shall be the subject of a meeting and conferring between the parties.
9. The Board of Trustees of Jackson Township, Montgomery County, Ohio, has established reasonable charges for the use of ambulance or emergency medical services pursuant to Section 505.84 of the Ohio Revised Code, and said charges are reflected in Resolution No. 2002, the Board hereby authorizes the Ambulance Billing Network LLC (ABN) to bill for said services at a rate not to exceed those as set forth in the Section 505.84 of the Ohio Revised Code and said Resolution. The proceeds of the billing for said services shall be applied directly to the Northern Fire District Fund for the operation of ambulance and emergency medical services for the Township.
10. The term of this Agreement shall be for a period of three (3) years, commencing January 1, 2025 and expiring December 31, 2027. However, said Agreement may be revoked by either party based upon non-compliance of terms and/or conditions set forth in this Agreement. Should either party decide to revoke this Agreement, the party shall provide written notice to the other party not less than ninety (90) days in advance. The written notice shall specifically denote the alleged areas of non-compliance. During the pending ninety (90) day period, efforts shall be made to resolve differences or areas of non-compliance and retain the contractual relationship. Further, a ninety (90) day grace period will be extended past the expiration date of said Agreement to Provide said services to the Fire District.

11. Should any provision or any part of any provision within this Agreement be held to be null or void by a tribunal of competent jurisdiction, said provision or part thereof shall be severed from this Agreement, and the remainder of this Agreement shall continue to be in full force and effect as agreed by the parties.

IN WITNESS WHEREOF, the Village Manager of the Village of New Lebanon, Montgomery County, Ohio, and the Board of Trustees of the Township of Jackson, Montgomery County, Ohio have hereunto set their hands:

VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO

By: _____ Date: _____
Rob Anderson, Acting Municipal Manager

JACKSON TOWNSHIP, MONTGOMERY COUNTY, OHIO

By: Michael Moyer Date: 12-16-2024
Michael Moyer, Trustee

By: Randall DeVilbiss Date: 12-16-24
Randall DeVilbiss, Trustee

By: Ryan Hodson Date: 12-16-2024
Ryan Hodson, Trustee

Elizabeth Kozarec
Elizabeth Kozarec, Jackson Township Fiscal Officer