

ORDINANCE NO 24 - 05

AN ORDINANCE AUTHORIZING A RESTATED CONTRACT WITH THE
TOWNSHIP OF CLARKSFIELD TO PROVIDE FIRE
RESPONSE SERVICES AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NEW LONDON, HURON
COUNTY, OHIO, AS FOLLOWS

SECTION 1. That the Mayor of the Village of New London, be, and hereby he is, authorized and directed to enter into a contract, in substantial conformity with Exhibit "A", attached hereto and incorporated herein as if fully rewritten, with the Board of Trustees of Clarksfield Township, of Huron County, whereby the Village of New London will provide fire response services to the Township.

SECTION 2. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety, and for the welfare of the citizens of the Village, and for the further reason that it is necessary that this measure become effective at the earliest possible time in order to assure the new contract terms can be implemented as soon as possible to replace the expired contract, and that, provided it receives the majority vote of two-thirds or more of those elected to Council, this Ordinance shall therefore take effect and be in force immediately from and after its passage, and otherwise it shall take effect at the earliest period allowed by law.

PASSED: February 26, 2024

Jody Henry
MAYOR

ATTEST:

Nancy Powell
FISCAL OFFICER

RESTATED
CLARKSFIELD TOWNSHIP FIRE CONTRACT

This agreement is made and entered into as of the 1st day of March, 2024, by and between the Village of New London, Huron County, Ohio ("Village of New London") and the Board of Trustees of the Township of Clarksfield, Huron County, Ohio ("Township of Clarksfield"), and Witnesses to the following:

In consideration of the mutual terms, promises, and conditions set forth below, the parties hereto agree as follows:

1. Beginning on and after March 1, 2024 (the "Effective Date"), the Village of New London agrees to provide fire protection services within the southern half of the Township of Clarksfield, beginning with all of Ferry Road and continuing south to the township line, with certain firefighting facilities and equipment, together with available manpower, upon call, subject to the conditions stated herein. Upon receiving notice from Clarksfield Township, Village of New London agrees to dispatch to said Clarksfield Township fire trucks, and equipment, together with such fire fighters as may be available for the purpose of combating any conflagration, fire or disaster in which the service of the fire fighting equipment are indicated or deemed necessary, subject to the provisions and limitations set forth in this agreement.
2. The Chief of the New London Fire Department, or his designee, shall be the fire protection officer for Clarksfield and shall enforce all laws and regulations pertaining to the investigation of fires, fire prevention, and all duties prescribed by statute or state regulation within the designated territory of Clarksfield.
3. The fees for the services provided by Village of New London shall be \$15,000.00, payable in full no later than April 30, 2024.
4. It is mutually agreed between the parties that Village of New London shall have first preference in the matter of services of said fire trucks, fire fighters, and equipment, but that Village of New London shall make diligent effort to provide the service of said fire trucks, fire fighters, and equipment to Clarksfield Township whenever called and at all times when said services are not required by Village of New London. It is further mutually understood that, in the event the services of said fire trucks, fire fighters, and equipment are simultaneously required by two or more political subdivisions outside the corporate limits of the Village of New London with which the Village has contracted to furnish fire protection facilities, the first call in point of time, or the call which in the judgment of the Chief of the Fire Department of the Village of New London shall be most urgent, shall have preference and the Village of New London shall in no way be responsible or liable for failure to respond to the secondary or less critical call.
5. New London may provide emergency medical services upon arriving at the scene of an emergency:

- (a) To the extent emergency medical services are requested by any other emergency medical services provider with whom Clarksfield has contracted to provide such services;
- (b) To the extent consistent with the level of training and certification of the Responders;
- (c) Subject to and limited by the availability of qualified Responders and the equipment and emergency medical supplies available;
- (d) Subject to and limited by New London's internal protocols for the provision of emergency medical services; and
- (e) To the extent necessary until such other emergency medical service provider with whom Clarksfield has contracted arrives on scene or in aid of such provider.

Nothing in this Agreement shall require or obligate New London to provide emergency medical service or any level thereof. Except as set forth above, the term "fire protection services" shall mean the provision of fire protection pursuant to this Agreement.

6. It is further mutually agreed that the Village of New London will maintain adequate insurance of fire, liability and other incidental coverage, including liability on the personnel attending a fire within the limits of the Township of Clarksfield; and such policies shall provide that, as between Clarksfield Township and Village of New London, it is agreed that Clarksfield Township shall have no liability or responsibility for the acts of the Village of New London as represented by the fire truck, equipment, and fire fighters responding to a call. It is understood and agreed that all fire personnel and equipment responding to a call in Clarksfield Township shall, at all times, be and remain under the direction and control of the Village of New London Fire Chief or his designee.
7. It is mutually agreed by and between Village of New London and Clarksfield Township, that the policing of fires after they are under control shall be the sole responsibility of Clarksfield Township, and the oral notice by the Chief of the Village of New London Fire Department to any member of the government of Clarksfield Township shall relieve Village of New London of further responsibility, unless the fire should break out anew and another call is placed to recall the Fire Department of the Village of New London.
8. This Agreement shall supersede and replace the agreement previously entered into for 2021 through 2023, as previously executed. It is further agreed that this contract shall be in full force and effect for a twelve month year period, commencing with the Effective Date. Thereafter it shall automatically expire.
9. It is further agreed that the failure by Clarksfield Township to timely pay the charges provided herein, at the option of Village of New London, shall be grounds for termination of this Agreement, upon ten (10) days notice to Clarksfield Township.
10. Either party may elect to terminate this Agreement by providing thirty (30) days written notice to the other.

In witness whereof, the said Village of New London, and the Board of Trustees of the Township of Clarksfield, Ohio have executed and entered into this Agreement.

Village of New London

John Thomas
BY: Mayor

3/1/2024
Date

Trustees of Township of Clarksfield

BY: Carl Lane

Date: 4/9/24

BY: James Smith

Date: 4-9-24

BY: _____

Date: _____