

# Burton Volunteer Fire Department Contract

## Article 1 Preamble

This contract entered into on the first day of January, 2022 between Claridon Township, (hereinafter referred to as the "Township") and Burton Fire Department Inc., (hereinafter referred to as the "Fire Department"). The purpose of this contract is to ensure the continued effective and efficient operation of the Burton Fire Department; maintain harmonious relationships between the Township and the Fire Department; address the legitimate interest of the Fire Department regarding the safety and welfare of the residents and members of the Fire Department; require fair and reasonable working conditions; avoid interruption or interference with the effective and efficient operation of the Fire Department; and provide equitable and peaceful adjustments of difference that arise in regard to this contract.

## Article 2 Recognition

Whereby, the Township recognizes the Fire Department is not the sole and exclusive agent for fire protection and emergency medical services (hereinafter collectively referred to as "emergency services") for the Township. The Township recognizes the benefits of obtaining emergency services for those properties and residents located within the Township that are covered by the service area boundaries of the Fire Department and for this reason elect to enter into a service contract. The document attached as Exhibit "A" to this contract depicts the service area boundaries of the Fire Department.

This contract is entered into pursuant to the authorization contained in the Ohio Revised Code, Section 9.60, wherein the Township is a fire fighting agency and the Fire Department is a private fire company and emergency medical services organization. The parties to this contract are contracting on the subject matter of fire protection as defined in that section of the code. In addition, the parties are contracting on the subject matter of emergency services for the Township.

Except as specifically limited by the explicit provisions of this contract, the Fire Department retains the full right and responsibility to make all decisions in regard to the day-to-day activities of the Fire Department and all aspects of its operations, employment, and employees to provide the highest level of emergency protection possible. The Fire Department shall make every effort to meet the current standards set forth in the National Fire Protection Association and the Occupational Safety and Health Administration.

## Article 3 Members Qualifications and Expectations

The Fire Department and its members will be fully certified and qualified by the Ohio State Fire Marshal and the Ohio Department of Public Safety and shall provide emergency services for the Township.

**Article 4**  
**Bureau of Fire Prevention**

The Fire Department shall establish within the Fire Department a Bureau of Fire Prevention, which shall comply with the Ohio Fire Code OAC 1301.7 FM-102.1, or other applicable sections of the Code. The Fire Chief, at his discretion, shall appoint such members as may be deemed necessary to provide proper protection to the businesses and residents of the Township.

**Article 5**  
**Vehicles**

The Fire Department shall establish a maintenance program for all Fire Department vehicles and repairs shall be performed by the Fire Department or an established repair business. The Fire Department will have available for the Township the appropriate documentation to establish that the work has been completed when requested by the Township.

The Fire Department agrees to notify the Township of any instance where any major piece of firefighting or emergency medical service equipment will be out of service for more than forty-eight (48) hours.

**Article 6**  
**Insurance**

It is further agreed that the Fire Department will insure (at full replacement value) all apparatus for loss or damage by fire, theft or other casualty. The Fire Department also agrees to maintain liability insurance for injury to persons and property in the amount of One Million Dollars (\$1,000,000) and the Township shall be named as an additional insured on said policy.

The Fire Department agrees to provide the Township with a copy of all insurance policies carried by the Fire Department within the first month of each new contract year.

**Article 7**  
**Financial Accountability**

At the Township's option, the Fire Department shall furnish the Township with an accounting of funds disbursed by the Fire Department or allow the Township an inspection of the books and records of the Fire Department funds, to include all invoices, receipts and cancelled checks. Such inspection by the Township may take place no than once per quarter of a calendar year. The Fire Department will have available a copy of the most recent annual audit for the Fire Department books upon request of the Township. Additional audits may be obtained at a cost to the Township.

It is understood the Fire Department is responsible for any eligible billing under ORC 505.84, and funds collected shall be deposited in a separate fund for fire and rescue services, ambulance services and emergency medical services pursuant to ORC 505.84.

**Article 8**  
**Reports**

The Fire Department agrees to have available for the Township monthly Incident Reports, and to further provide a current personnel roster at the beginning of each calendar year.

**Article 9**  
**Services**

The Fire Department agrees to provide the Township and its residents emergency services in accordance with all applicable provisions of the Ohio Revised Code during the terms of this contract. This service shall consist of Administrative personnel to provide manpower to operate emergency services by the Fire Department. The Fire Department shall provide 24 hour staffing every day with two (2) emergency medical service qualified firefighters as funds allow.

**Article 10**  
**Compensation for Services**

Outlined below is the agreed upon compensation the Township shall pay to the Fire Department during the term of this contract.

2022 - \$133,704.00  
2023 - \$140,388.00  
2024 - \$147,408.00

The Township agrees to make monthly payments to the Fire Department by the fifteenth of each month beginning in January of 2022. The payments shall be as follow;

2022 monthly payments:     \$11,142.00  
2023 monthly payments:     \$11,699.00  
2024 monthly payments:     \$12,284.00

**Article 11**  
**Duration of Contract**

The contract shall continue in effect through December 31 of 2024. The parties agree to enter into good faith negotiations during the month of May of 2024 with respect to the funding of the contract for the succeeding years thereafter. The Fire Department agrees to submit to the Township no later than the first of November of 2024 a non-binding proposed budget to potentially form the basis of the funding of the next contract for the succeeding years. It is agreed that if the Township and the Fire Department have not reached an agreement on the funding of this contract for the next succeeding year by December 31 of 2024, the Fire Department agrees to continue all services outlined within this current signed contract and the Township shall compensate the Fire Department for those services according to the compensation rate of the final year of this current contract (2024) which is \$147,408.00 per year. Any amendment to any terms of this contract shall be in writing, agreed upon and signed by both parties in order to have any force and effect upon the terms and conditions of this contract.

**Article 12**  
**Nondiscrimination Discrimination Practice**

The Fire Department shall abide by existing applicable nondiscrimination laws.

**Article 13**  
**Indemnification**

The Fire Department shall indemnify and save harmless the Township from all claims, demands, payments, suits, actions, recoveries and judgments of every description brought or recovered against the Township arising from the conduct of the Fire Department pursuant to the terms of this contract, by reason of any negligent act or omission of said Fire Department, its agents or employees, in the performance of the contract.

**Article 14**  
**Jurisdiction and Venue**

The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this Contract shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.



# Burton Fire Department Coverage of Claridon Township Exhibit "A"



Frank J. Gilha - County Auditor  
*"Inter-agency coordination benefiting  
the citizens of Geauga County"*  
Robert L. Phillips, P.E., P.S.,  
County Engineer


Scale 1:48326


This map was prepared as a "Track Map" for Geauga County by the Geauga County Engine recorded with Section 5713.09 of the O.R.C. Geauga County digital data is a representative record of public surveys, deeds, and other published information for use within the Geauga Information System for purposes of public access and analysis. There and other digital data a replace or modify "limit surveys, deeds, and/or other legal instruments defining land ownership or Geauga County assumes no legal responsibility for this information and users should contact the or Tax Map Departments with questions or concerns.

The parties have entered into this Contract as of the date written above.


**CLARIDON TOWNSHIP TRUSTEES**


 12-20-21  
Roger Miller Date

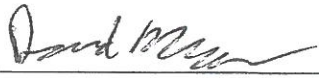
 12/20/21  
Jonathan Tiber Date

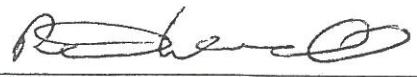
  
Cooper Sherman Date

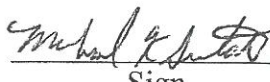
**BURTON FIRE DEPT. BOARD MEMBERS**

 12/7/21  
Sign Kevin Lusk Date  
Print

 12/7/21  
Sign Denise Beck Date  
Print

 12/7/21  
Sign David Marks Date  
Print

 12-7-2021  
Sign Brian Wendt Date  
Print

 12/7/2021  
Sign Michael K. Sestak Date  
Print