

FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-63

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO SIGN A LEASE AGREEMENT
WITH WEST CHESTER TOWNSHIP FOR USE OF A FIRE ENGINE.**

WHEREAS: West Chester Township has a need to lease a fire engine from the Township because their back up engines were involved in accidents and are no longer available for use; and

WHEREAS: Fairfield Township does have a backup engine available for West Chester Township to use while they are waiting for their new engine for the next two years: and

WHEREAS: The Board finds the terms of the attached lease to be reasonable;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the Administrator to sign a lease agreement with West Chester Township for the lease of a fire engine, attached hereto as Exhibit "A" .

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Michael Berding: 

Shannon Hartkemeyer: 

Joe McAbee: 

Vote of Trustees

yes

yes

yes


AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 8th day of April, 2025.

ATTEST:


Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:


Katherine Barbieri, Township Law Director

FIRE/EMS APPARATUS LEASE AGREEMENT

This FIRE/EMS APPARATUS LEASE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20__, by and between _____ ("Lessor"), and _____, ("Lessee"). Both Lessor and Lessee are Ohio political subdivisions.

WHEREAS, the Lessor is the legal owner of certain fire apparatus and desires to lease such equipment to the Lessee on the terms and conditions set forth in this Lease; and

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WHEREAS, the Lessee desires to lease the equipment for its business purposes by agreeing to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and the covenants set forth herein, Lessor and Lessee agree as follows:

Term and Rent. This lease commences on the day the agreement is signed for the fixed rent not to exceed \$100,000.00 for the duration of the lease on or before March of 2027. The Lessee agrees to pay the Lessor in monthly installments of \$4,166.99.

Title. This agreement creates a lease only of the apparatus with no equipment and not a sale thereof or the creation of a security interest therein. The Lessor shall remain the sole owner of the equipment and nothing contained herein or the payment of the rent hereunder shall enable the Lessee to acquire any right, title, or other interest in or to the apparatus.

1. Lessor will provide to Lessee the Apparatus with Vin Number _____ and Apparatus Designation _____ ("Apparatus"), ~~for the term of _____ ("Term")~~ solely for the purpose of _____.

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2. This Agreement commences on the date first stated in this Agreement and ends on March 31, 2027 (the "Lease Term"), unless terminated earlier in accordance with this Agreement.

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3. During the Lease Term, the Lessee shall pay a Rental Fee for the Apparatus in the amount of \$100,000.00. The Lessee shall pay the Rental Fee in equal monthly installments of \$4,166.99 (the "Monthly Rent") due on or before the 15th day of each calendar month during the Lease Term.

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4. The Lessor retains title to the Apparatus during the Lease Term. Upon expiration of this Agreement, or when otherwise terminated under this Agreement, the Lessee shall return the apparatus to Lessor within 15 calendar days.

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5. Lessee's use of the Apparatus is contingent upon Lessee's lawful and safe operation of the Apparatus. Lessee shall only use the Apparatus for official Lessee Fire/EMS business.

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Notwithstanding Section 9.12 herein, if Lessee uses the Apparatus in a negligent, reckless, and/or unlawful manner then Lessor may terminate this Agreement and immediately take possession of the Apparatus.

3.6. Lessee shall ensure that only the employees permitted by the Lessee will operate the Apparatus.

4.7. Lessee understands and acknowledges that it is accepting the Apparatus "as is". Lessor makes no representation or warranty regarding the condition of the Apparatus. Documentation of known deficiencies or damage shall be listed in Appendix A.

5.8. Lessee shall be responsible for the cost of all fuel used and for any and all routine maintenance of the Apparatus during Lessee's possession. Further, Lessee shall pay the costs of repairs for any and all damage to the Apparatus which occurs during or arises out of Lessee's possession of the Apparatus, provided the damage or repair is ~~not connected to the not related to a deficiency or damage condition of the apparatus that existed~~ at the time the Lessee ~~takes took~~ possession.

6.9. Lessee agrees to release Lessor, its agents, employees, and officials from any and all injuries, claims, losses, and expenses, including but not limited to attorneys' fees, experts' fees, court costs, and damages, whatsoever arising out of or in any way related to Lessor furnishing the Apparatus, and any use, operation, or maintenance of the Apparatus by Lessee.

7.10. Lessee shall maintain accident and liability insurance equal to the following during the Term of this Agreement:

<u>Policy Limit</u>	<u>Comprehensive Automobile Liability</u>
\$42,000,000	Bodily Injury & Property Damage Occurrence Limit

In addition, Lessee shall name Lessor as an additional insured on the policy and provide Lessor with a certificate of insurance prior to taking possession of the Apparatus. Lessee shall solely be responsible for the cost of the insurance. If the insurance is canceled, Lessee shall immediately notify Lessor of its cancellation of the policy.

8.11. Lessee shall notify Lessor immediately of any accidents involving the Apparatus, as well as any claims submitted to Lessee resulting from the Lessee's use of the Apparatus.

9.12. Except as provided in Section 2.5 herein, if Lessor determines, at its sole discretion, that Lessee breached this Agreement in any manner, Lessee shall be given ~~fourteen (14)~~ 15 calendar days to remedy said breach. If Lessee fails to remedy the breach, Lessor may immediately retake possession of the apparatus. ~~If Lessor has an immediate need for the Apparatus, Lessor shall give Lessee five (5) business days' notice before retaking possession.~~

~~10.13.~~ Lessee may terminate this Agreement at any time and for any reason. ~~Upon termination by the Lessee, the Apparatus will be returned to the Lessor as soon as is practical.~~

~~11. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.~~

~~12. Any modification of this Agreement will only be effective if it is reduced to writing and executed by a duly authorized representative of each party to this Agreement.~~

~~13.14.~~ Any waiver by the parties of any breach of this Agreement shall be in writing. Any such waiver will be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the parties rights with respect to any other or further breach.

~~14.15.~~ The signatories of this agreement represent that they have the power to bind Lessee and Lessor.

~~15.16.~~ Lessee shall pay, at cost, for any and all special extinguishing agents, associated with the Lessee's use of the Apparatus.

~~16. Nothing contained herein shall supersede or replace any separate preexisting agreements, understanding, or leases separately entered into by the parties.~~

17. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against Lessor or Lessee.

18. Use of the Apparatus by Lessee personnel ~~shall not be deemed nor does not~~ create ~~a joint employment of an employer-employee relationship between Lessor and such Lessee~~ personnel ~~and Lessor that use the Apparatus~~. Lessee acknowledges that its employees and any other persons retained or hired by the Lessee are not Lessor's public employees. Lessor shall not be responsible for any payments or other duties required by the Ohio Police and Fire Retirement System ("OP&F") for Lessee's employees or persons retained or hired by Lessee. Lessee shall be solely responsible for any contributions or obligations concerning OP&F that arise from the use of the Apparatus by Lessee.

19. This Agreement is not intended to be, nor shall it be construed, as creating a partnership or any other relationship between the parties.

~~20. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did~~

~~not contain the particular provision.~~

20. Neither party waives or limits its statutory immunity by virtue of this contract or the performance thereof.

21. Governing Law. This Lease shall be governed by Ohio law without regard to its conflict of laws principles.

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22. Entire Agreement. This Lease represents the entire agreement between the parties with respect to the Apparatus and supersedes all prior negotiations, agreements, or understandings.

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23. Amendment. This Lease may not be amended except in writing signed by both parties.

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24. Severability. If any provision of this Lease is deemed invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

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25. In the event the Lessor requires the immediate return of the Apparatus due to unforeseen circumstances, the lessee shall return the Apparatus without delay. In this event the monthly rent shall be prorated to the date the Apparatus was returned. Once circumstances allow, the Apparatus will be returned to the Lessee and the terms of the agreement will continue as written.

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24-26. Force Majeure. Neither party shall be liable for failure to perform due to causes beyond their reasonable control, including but not limited to natural disasters, government actions, or labor strikes.

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~~IN WITNESS WHEREOF TO EVIDENCE THIS AGREEMENT~~, Lessor and Lessee, each by a duly authorized representative, have each executed this Agreement ~~as of the date set forth above.~~

LESSOR: _____

By: _____

Signature _____ Date _____

LESSEE: _____

By: _____

Signature _____ Date _____