

**FIRE AND EMERGENCY MEDICAL SERVICES PROTECTION AGREEMENT
BETWEEN THE VILLAGE OF HIRAM
AND HIRAM TOWNSHIP**

Pursuant to the provisions of Sections 505.370, 505.38, 9.60, and 505.44 of the Revised Code, the Village of Hiram ("Village") and Hiram Township ("Township") enter into this agreement on the ____ day of _____, 2026;

WHEREAS, the Village wishes to contract with the Township to operate and house equipment owned jointly by the Township and Village to provide fire protection ("fire") and emergency medical ("EMS") services (hereafter referred to as "services") for the residents of the incorporated area of the Village, Portage County, Ohio;

WHEREAS, the Township has organized and is operating a fire department (hereafter referred to as the "department") and is equipped to provide services to the incorporated area of the Village;

WHEREAS, the Township is willing to furnish Fire and EMS services to the residents and visitors of the Village and it is understood that the Village and Township have agreed to share the cost to provide for operations and major equipment purchases for fire and EMS;

WHEREAS, the fire department funding is part of the general fund of the Village and EMS funding is held in a special revenue fund;

WHEREAS, the Township has also created a Fire and Emergency Medical Services Fund that will receive EMS billing revenue;

WHEREAS, it is understood that in addition to the annual Township fire budget, an additional Capital Improvement Fund shall be maintained by both parties which shall be used specifically for the purchase of major fire and EMS equipment;

WHEREAS, it is understood that the Village is contracting with the Township for Fire and EMS protection and that all money paid to the Township under this agreement shall be used exclusively for fire and EMS operations;

NOW, THEREFORE, in consideration of the payments, promises, covenants, and the agreements hereinafter set forth, be it agreed as follows:

SECTION 1: The Township covenants and agrees:

- A. To furnish prompt and efficient fire and EMS services to anyone who needs such services while located within the incorporated area of the Village when called upon to do so.
- B. That the fee to be charged patients or users of the provided transport services within the Village or Township shall not be less than the authorized Medicare reimbursement rate as established by Township Resolution. All collections shall be the responsibility of the Township. The Township Board of Trustees shall provide a report to the Village of fees collected for services on a monthly basis.
- C. To house, maintain, and repair fire and emergency vehicles and equipment owned by the Village and vehicles and equipment owned jointly by the Township and Village, and it will insure the same against fire, theft, collision and liability, all at the

expense of the Township.

- D. To monetarily contribute seventy percent (70%) of the Fire and EMS budget with the Village contributing thirty percent (30%) of the Fire and EMS budget.
- E. To provide seventy percent (70%) of all funding necessary for new department equipment and vehicle purchases and will share 70% ownership of the equipment and vehicles with the Village.
- F. That a Fire and EMS Advisory Committee will review Fire and EMS operations. The members of the Committee will include the following:
 - 1. A Village Council member appointed by Village Council members;
 - 2. A Township Trustee chosen by the Board of Township Trustees;
 - 3. A non-elected resident of the Township or Village chosen by the Board of Township Trustees.

The Committee shall meet as necessary. A meeting may be called by the elected Committee chairperson or by any two members of the Committee. The Committee shall keep minutes and shall follow Ohio's Opening Meeting Act set forth in R.C. Section 121.22.

The Committee shall have input into filling a vacancy in the Fire Chief position. However, the procedure for hiring a Fire Chief remains as set forth in the relevant provisions of Ohio law.

- G. To provide twenty-four (24) hour a day fire, emergency medical, rescue and ambulance service to the Village from Township facilities, to be performed only by personnel trained and certified by the State of Ohio, pursuant to the Ohio Revised Code Chapter 4765. The response shall be a combination of on-station and on-call personnel to ensure that there is EMS crew available at all times. The Township Fire Department retains the right to secure mutual aid as necessary.
- H. To provide EMT Basic and/or Paramedic Coverage from 0800 hours to 2300 hours 7 days a week. Volunteers or mutual aid may be used to complete the crew.
- I. To employ and provide the necessary trained and certified personnel, equipment, facilities, and other items necessary to carry out the terms of the agreement including, but not limited to, radios, telephones and vehicles in the quantities, amounts and levels as determined to be appropriate by the Fire Chief and/or the Assistant Fire chief.

To assure that the Township will employ and provide the necessary trained and certified personnel, the Township further agrees that all Village Firefighters and EMS personnel will be hired by the Township to serve as fire/EMS personnel in the Township Fire Department. All hiring will be in accordance with the provisions of the Ohio Revised Code and shall be in accordance with Ohio law. The Township shall not discriminate on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry.

- J. To have the Fire Chief and/or his/her designee provide, at least quarterly, summaries of non-financial activities to the Major and Village Council.

SECTION 2. The Village covenants and agrees:

- A. To monetarily contribute thirty percent (30%) of the Fire and EMS budget with the Township contributing seventy percent (70%) of the Fire and EMS budget.
- B. To provide thirty percent (30%) of all funding necessary for new department equipment and vehicle purchases and will share 30% ownership of the equipment and vehicles with the Township.
- C. That the Village shall maintain all monies in its vehicle and equipment fund, in the current proximate amount of \$741,000, to be used for the purchase of a fire engine or other major equipment which shall be equally owned by the Village and Township.
- D. That the operation, control and deployment of equipment shall be under the direction of the Fire Chief or other officer in charge (OIC) at the time of the emergency.
- E. That the Hiram Township Fire Department will be the primary service used on all transportation calls, emergency and non-emergency, which occur in the Village and Township.
- F. That the Township shall provide a certified Fire Safety Inspector to the Village to conduct all fire inspections within the incorporated area of the Village.
- G. To maintain its Fire and EMS fund for the purchase of fire department vehicles and equipment. The Village shall provide such funding upon the reasonable request of the Township Board of Trustees. Any new vehicles or equipment purchased with such funding shall be owned on a prorata basis, based upon the percentage of contributed funds, between the Village and the Township.

SECTION 3. It is mutually covenanted and agreed:

- A. That this instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, obligations other than those contained in this contract; and this contract supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.
- B. That this agreement may be terminated by either party upon giving notice in writing to the other party at least one hundred and twenty days (120) days prior to the intended date of termination. Any notices required to be given pursuant to this agreement shall be deemed to have been given when mailed by prepaid registered or certified mail, return receipt requested, or delivered to the party to receive such notice.
- C. That in the event that any term or clause of the agreement is held to be invalid as contravening any law or governmental regulation, then such term or clause shall remain in effect only to the extent permitted by such law or governmental regulation, but the remaining provisions of this agreement shall continue in full force and effect.
- D. That neither this agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.
- E. This agreement shall become effective on the first day of August 2026. This

agreement shall remain in effect for a term of three years from the date this agreement takes effect.

F. That this agreement will renew automatically for one subsequent two-year term unless either party gives notice of the intent to terminate this agreement by May 1, 2029.

G. That in the event of any dispute, claim or failure to agree concerning this agreement, either as it presently exists or is agreed upon in the future, the dispute, claim or failure to agree shall be addressed by mediation. The mediator will be selected by agreement of the parties, and in the event an agreement as to the Mediator cannot be reached, a random list of 10 Federal Mediators will be requested from the Federal Mediation Service, and the parties will each strike a Mediator in turn until one remains.

H. That in the event the mediation is unsuccessful any remaining dispute will then be resolved by binding arbitration. The arbitration proceedings will be conducted under the auspices of the Portage County Common Pleas Court, or other organization selected by the parties. The decision of the arbitrator(s), including determination of amount of any damages suffered, will be exclusive, final, and binding on the Village and the Township. Each party will bear its own expenses in the arbitration for arbitrators' fees and attorneys' fees, for its witnesses and other expenses or present its case. Other arbitration costs, including administrative fees, and fees for records or transcripts, will be borne equally by the parties.

IN WITNESS WHEREOF, the undersigned have signed this Agreement as of the date first written above.

Village of Hiram

Mayor

Fiscal Officer

Village Solicitor or Law Director

Administrator/Manager

Hiram Township

Trustee

Trustee

Trustee

Fiscal Officer

Village Solicitor or Law Director