

ORDINANCE NO. 2010-7

AN ORDINANCE AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT WITH THE TOWNSHIP OF HIRAM, OHIO, TO FURNISH FIRE AND EMERGENCY MEDICAL SERVICE PROTECTION TO THE RESIDENTS OF THE TOWNSHIP AND DECLARING AN EMERGENCY.

WHEREAS, representatives of the Hiram Township Trustees have met with representatives of the Hiram Village Council in order to achieve a mutually acceptable contract between Hiram Village and Hiram Township to provide Fire and Emergency Medical Service Protection to the residents of the unincorporated area of Hiram Township, Portage County, Ohio; and

WHEREAS, the Village has an organized Fire Department qualified, trained and equipped to provide Fire and Emergency Medical Service Protection in the unincorporated area of Hiram Township, and is willing to furnish said Fire and Emergency Medical Service Protection to the residents in the unincorporated area of Hiram Township.

NOW THEREFORE, BE IT ORDAINED, by the Hiram Village Council, two thirds or more of its members thereto concurring that:

SECTION 1: The Mayor and the Fiscal Officer are hereby authorized to enter into a contract with Hiram Township, Portage County, Ohio, for Fire and Emergency Medical Services Protection in substantial agreement with Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This Ordinance is declared an emergency measure becoming effective immediately upon its passage by Council and approval by the Mayor, the particular emergency being the need to have an agreement which assures the health, safety, and general welfare of all citizens located within the Village of Hiram and Hiram Township for the foreseeable future.

SECTION 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that the deliberation of the Council and any of its committees that resulted in such formal action were in meetings open to the public sale in compliance with all legal requirements including Section 121.22 of the Revised Code of the State of Ohio.

PASSED IN COUNCIL as an emergency June 8, 2010.

Mayor Lou Bertrand
Mayor Lou Bertrand

ATTEST:

Kay E. Ziska
Fiscal Officer Kay Ziska

Approved as to form:

Thomas Reitz
Solicitor Thomas Reitz

I Kay E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2010-7 has been duly posted in the required 5 places.
6-11-10 Kay E. Ziska
Date Fiscal Officer, Village of Hiram

Ordinance 2010-7 Exhibit "A"

FIRE AND EMERGENCY MEDICAL SERVICES PROTECTION AGREEMENT

Pursuant to the provisions of Sections 505.37, 505.38, 9.60 and 505.44 of the Revised Code of Ohio, Village of Hiram Ordinance 2010-07 and Hiram Township Resolution 10 - 14, this Agreement (hereinafter called the Agreement) is made and concluded at Hiram, Ohio this 8th day of June, 2010, by and between the Village of Hiram, Ohio, (hereinafter called Village) by its duly elected Mayor and Fiscal Officer, and the Township of Hiram, Ohio (hereinafter called Township) by its duly elected Trustees, both parties being adjoining subdivisions of the State of Ohio, witnessed

WHEREAS the Township Trustees desire to contract with the Village to operate and house equipment owned by the Township and equipment owned jointly with the Village, and to provide Fire Protection (hereinafter "Fire") and Emergency Medical Services (hereinafter EMS) for the residents of the unincorporated area of Hiram Township, Portage County, Ohio; and

WHEREAS the Village has an organized Fire Department, (hereinafter called the Department) qualified and equipped to provide Fire and EMS, which adjoins the unincorporated area of the Township, and is willing to furnish Fire and EMS to the residents of the unincorporated area of the Township; and

WHEREAS it is understood that the Village and the 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 a part of the general fund of the Village and the EMS department funding is held in a special revenue fund.

WHEREAS, it is understood that in addition to the annual Village fire budget, an additional Village capital improvement fund shall be maintained, which shall have \$26,000 added to it each year of this Agreement, which funds are to be used specifically for the purchase of major Fire or EMS equipment.

WHEREAS, it is understood that the Township is contracting with the Village for Fire and EMS protection. All money paid to the Village under this Agreement will be used exclusively for the Fire Department and EMS Department operations.

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

SECTION 1. The Village covenants and agrees:

- A. That the Village will furnish prompt and efficient Fire and EMS services for anyone who needs such services while located within the unincorporated area of the Township 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 the Township shall not be less than the authorized Medicare reimbursement rate and is established by Village Ordinance 2007-27. All collections shall be the responsibility of the Village. The Fire Chief or designee shall provide a report to the Township Trustees of fees collected for services quarterly (Village, Township, and Non-Residents).
- C. That the Village will house, maintain and repair fire and emergency equipment owned by the Township and equipment owned jointly with the Village, and it will insure the same against fire, theft, collision and liability, all at the expense of the Village. (Currently the level of coverage is Three Million Dollars (\$3,000,000) per occurrence).
- D. That the Village will contribute to the Fire and EMS budgets two-thirds (2/3) of the Townships contribution.
- E. A Fire and EMS Advisory Committee to review operations has been established. The members shall be a member of the Fire Fighters Association elected by the body, the Fire Chief and/or Assistant Fire Chief, a Village Council member appointed by the Mayor and a Township Trustee. The Committee shall meet as necessary.
- F. Trustee abovementioned in Section E shall have input in filling a vacancy in the Fire Chief position, however, the procedure for the hiring of a Fire Chief remains as is 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 for the Township, to be performed only by personnel trained and certified by the State of Ohio, pursuant to the Ohio Revised Code Chapter 4765. Staffing shall be a combination of on - station and on - call response to ensure that there is an EMS crew available at all times. The Hiram Fire Department retains the right to secure mutual aid as necessary.
- H. Provide EMT Basic and/or Paramedic coverage from 0800 hours to 2300 hours 7 days a week. Volunteers may be used to complete the crew.
- I. 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. All in the quantities, amounts and levels determined to be appropriate by the Fire Chief and /or the Assistant Fire Chief.
- J. The Fire Chief or designee shall provide at least quarterly summaries of non financial activities to the Township Clerk as requested by the Township Trustees.

SECTION 2. The Township covenants and agrees:

- A. As and in consideration of the services to be performed by the Department, and in addition to the payment(s) called out in Section 2. Paragraph B., the Township will pay 90 percent of all revenue received from the Hiram Township EMS levy and 85 percent of all revenue received from the Hiram Township Fire levy in quarterly payments plus 100% of the collections from Township transport fees to the Village. Township EMS and Fire levy Funds not paid to the Village will remain with Hiram Township but will be designated for future Fire and EMS capital equipment purchases.
- B. That the Township will provide sixty percent (60%) of the funding necessary for new Department equipment purchases and will share ownership of the equipment equally with the Village (50 percent Township, 50 percent Village).
- C. That the operation, control and deployment of equipment shall be under the direction of the Fire Chief or other officer in charge at the time of the emergency.
- D. That the Hiram Fire Department will be the primary service used on all transportation calls, emergency and non-emergency.
- E. The Township Fire Inspector will be one of the Fire Inspectors employed by the Village Fire Department.

SECTION 3. It is mutually covenanted and agreed:

- A. 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 ninety (90) 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. 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 effort.

- D. 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 January, 2011, which is the end of the term of the prior contract between the parties. This Agreement shall remain in effect for a term of two years from the date this agreement takes effect, or earlier if it is terminated as provided for herein, or earlier if the parties modify it in writing to provide for an earlier termination. For a period of one month, commencing on December 1, 2011, by written notice to the other, either the Village or the Township may request that this Agreement be modified or renegotiated, and both the Village and the Township agree to negotiate the issues raised by the other at that time in good faith.
- F. This agreement will renew for subsequent two year terms indefinitely until such time as either party issues a termination notice in conformity with paragraph 3. B. of the Agreement. At the end of each two year term, and commencing on November 1 of the second year of the then current term, by written notice to the other, either the Village or the Township may request that this Agreement be modified or renegotiated, and both the Village and the Township agree to negotiate the issues raised by the other at that time in good faith, so as to revise the Agreement until it is acceptable to each for the next term.
- G. In the event of a dispute, or in the event that the Parties are unable to agree on the terms of a future two year term, any dispute, claim or failure to agree concerning this Agreement, either as it presently exists or is agreed upon in the future, will 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. 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 of presenting its case. Other arbitration costs, including administrative fees, and fees for records or transcripts, will be borne equally by the parties.
- I. In the event that one party invokes termination provisions of the Agreement and the other party objects to the termination of this Agreement, or in the event that the parties seek modification or renegotiation of this Agreement but are unable to agree to a new agreement, and the parties fail to agree upon an acceptable

mediators(s), the parties hereby agree that as an alternative to the Federal Mediation Service option expressed above, that if the Village or the Township would like the Fire & Emergency protection services relationship to continue and proceed to file a declaratory judgment action (or other appropriate action) in the Portage County Court. The Village and Township agree that the terms of this Agreement shall remain in effect with Fire and Emergency protection services being provided until such action is resolved in Court, or the parties mutually agree to an appropriate resolution of the fire and protection services relationship between them.

In the Presence of:

Rosemary Yekich

Rosemary Yekich

The Village of Hiram

Mayor Lou Belmont

Kay E. Ziska

In the Presence of:

Sam Matoto

John J. Loran

Hiram Township Board of Trustees

By: Karl J.

By: Steve Pancost

By: _____

The undersigned, Clerk of Hiram Township, Portage County, Ohio hereby certifies that the funds required to meet the obligations of the contract for the fiscal year in which the contract is made have been lawfully appropriated for such purposes and are in the treasury or in the process of collection to the credit of the appropriate fund or funds, free from any previous obligations or encumbrance as required by Sections 5705.01 to 5705.47.

Dated this day of June 15, 2010

Douglas Brewer
Hiram Township Clerk

Approved as to form:


Hiram Village Solicitor


Assistant Portage County Prosecutor