

ORDINANCE NO. 2019-55
INTRODUCED BY: MS. DEBERNARDO

4214

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
EMERGENCY MEDICAL SERVICE AGREEMENT
WITH THE CHAGRIN FALLS SUBURBAN
VOLUNTEER FIREMAN'S ASSOCIATION, AND
DECLARING AN EMERGENCY.**

WHEREAS, the Ohio Revised Code authorizes villages and townships to obtain fire protection from a private fire company;

WHEREAS, the Chagrin Falls Suburban Volunteer Fireman's Association is offering renewal of the current contract with the Village of Chagrin Falls to provide fire protection and emergency medical services.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
VILLAGE OF CHAGRIN FALLS, STATE OF OHIO:**

SECTION 1. That the Mayor and Clerk of Council be and hereby are authorized to enter into a contract with The Chagrin Falls Suburban Volunteer Fireman's Association, Inc., 21 West Washington Street, Chagrin Falls, Ohio 44022, to provide fire protection and emergency medical services to the Village for a three-year period commencing January 1, 2020 and ending December 31, 2022, a copy of which agreement is attached hereto as Exhibit "A" and is incorporated by reference into this Ordinance as if fully rewritten herein. A copy of this agreement shall also be maintained in the office of the Village Administrator. The Mayor may execute such further documentation and perform such additional actions as may be necessary to accomplish the purpose of the agreement.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason that this Ordinance must be immediately effective so that the need for Emergency Medical Services to continue without interruption; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: October 28, 2019



Nancy Rogoff, Council President

Submitted to the Mayor for
his approval on this

29th day of October, 2019

Approved by the Mayor

October 29th, 2019



Mayor William Tomko

I hereby certify that Ordinance No. 2019-55 was duly enacted on the 28th day of October, 2019, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



Clerk of Council

Emergency Medical Service Agreement

THIS AGREEMENT, made and entered into by and between **The Chagrin Falls Suburban Volunteer Fireman's Association**, a nonprofit corporation organized and existing under and by virtue of the laws of the State of Ohio (hereinafter referred to as the "Association") and the **Village of Chagrin Falls, Ohio** (hereinafter referred to as the "Village").

WHEREAS, the Ohio Revised Code authorizes any village or township, in order to obtain Emergency Medical Services (EMS), to enter into a contract with a private corporation for emergency medical services and the use of EMS vehicles and related emergency equipment; and

WHEREAS, the Association owns and operates emergency medical vehicles and equipment for the purpose of responding to emergency calls, rendering emergency medical care and transporting ill and injured persons to hospitals and other appropriate medical facilities; and

WHEREAS, in order to obtain emergency medical services, the Village has requested that the equipment, personnel and services of the Association be made available within the confines of the territory of the Village;

NOW, THEREFORE, the Association and the Village, in consideration of the mutual promises herein set forth, agree as follows:

FIRST. That for the period designated in the attached proposal, under the limitations and conditions hereinafter set forth, the Association agrees to furnish its equipment and personnel to the Village upon call duly received from the village's officers, agents or citizens, such equipment and personnel to be available at all times provided the equipment and personnel have not previously responded to other calls.

SECOND. Provisions Specifically Related to Emergency Medical Services

A) That the Association is to provide two (2) primary and one (1) backup emergency medical vehicles which will be properly equipped in accordance with all applicable State and Federal regulations, to provide service as Advanced Life Support Vehicles.

B) The said primary and backup vehicles shall be garaged at all times within three miles of the Village limits.

C) The Association agrees to provide, in the manner hereinafter set forth, sufficient equipment to enable it to respond at all times, on a 24 hour basis, to an emergency medical call at any location within the Village of Chagrin Falls within five (5) minutes of a call to the Association summoning an emergency medical vehicle, it being expressly understood that time shall be of the essence of this Agreement.

D) All emergency medical vehicles utilized for emergency calls within the Village shall be staffed by not less than two (2) crewman, each of whom shall be certified in Ohio as Emergency Medical Technicians (EMT's).

E) The Association further agrees that at least one of the personnel on the primary EMS vehicles shall be certified in Ohio as a Paramedic (EMT-P).

F) The said primary and backup vehicles shall both be equipped with two-way radios tied into the necessary frequencies to communicate with the Chagrin Valley Police/Fire Dispatch Center, and with cellular telephones for communications with receiving medical facilities and On-Line Physician Medical Direction.

G) That an Emergency Medical Service (EMS) vehicle shall respond to all working fire calls within the service area. Such EMS Vehicle shall remain at the scene of the fire until released by the Fire Department Officer-In-Charge (FD-OIC), unless summoned to another emergency within the service area.

H) The Association shall prepare and submit to the Village a monthly report, showing the following information for each emergency call:

- 1) Name and address of each person receiving services.
- 2) Location of the emergency call.
- 3) Facility to which the patient was transported.
- 4) Brief description of nature of call.
- 5) Date and time of the emergency call.
- 6) Level of treatment rendered, if any.

THIRD. The Association agrees that an authorized representative, having full knowledge of matters relating to the Association's performance under this agreement, shall attend meetings of Council, upon request of the Village, with reasonable notice to the Association of not less than forty-eight hours.

FOURTH. The Association agrees to permit a duly authorized representative of the Village, full and complete access to review and inspect the Association's books and financial statements, as they relate to this Agreement, by appointment with the Association's Treasurer.

FIFTH. The Association shall make every reasonable effort to assure that the emergency medical vehicles, fire apparatus and related emergency equipment are in proper working order and ready for response to emergency calls, but in no manner shall the Association be liable for failure of its equipment to operate due to unforeseeable circumstances, nor its inability to reach an emergency by reasons of road conditions or otherwise. During such an occurrence, the Association will make every attempt to provide alternate emergency medical care and transportation, or fire protection, generally by the use of other apparatus and mutual aid agreements with other surrounding departments.

SIXTH. The Association agrees to permit a duly authorized representative of the Village full and complete access to inspect the EMS vehicles and related emergency equipment, during regular business hours, which shall be weekdays 8 am to 5 pm, excluding holidays.

SEVENTH. The Association shall hold harmless the Village against all liability, judgements, costs, damages and expenses arising out of all claims of every nature and description whatsoever, to which the Village may become subject, by reason of personal injuries, death, damage to or loss of real or personal property, or damages of any other nature or description, caused or claimed to have been caused by any negligent act or omission of the Association, its agents, servants, or employees. Without limiting the generality of the foregoing, such indemnification shall include the reasonable cost of attorney fees to the Village, by attorneys reasonably acceptable to the association and/or its insurance carrier in defending against any such claims, whether the defense is successful or unsuccessful.

EIGHTH. The Association shall maintain the insurance hereinafter described in force and effect during the term of this agreement. Such insurance shall protect the Association from liability and claims for damages for bodily injury, including wrongful death, and for damaged property caused by any action of the Association its agents, servants or employees, arising out of the performance of its duties under this agreement and shall consist of the following:

- A. Comprehensive Automobile Liability Insurance
 - 1. Bodily Injury Liability Limits of: \$ 1,000,000 Each Person and \$ 1,000,000 Each Occurrence
 - 2. Property Damage Liability Limits of: \$ 1,000,000 Each Occurrence
 - 3. Medical Payments Liability Limits of: \$ 5,000 Each Person
 - 4. Uninsured Motorists Insurance Bodily Injury Limits of: \$ 1,000,000 Each Person and \$ 1,000,000 Each Occurrence

- B. Comprehensive General Liability Insurance, including Professional Liability Medical Malpractice Insurance
 - 1. Bodily Injury Liability Limits \$ 1,000,000 Each Occurrence and \$1,000,000 Aggregate
 - 2. Property Damage Liability Limits of: \$ 1,000,000 Each Occurrence and \$1,000,000 Aggregate
 - 3. Completed Operations Liability Limits of: \$ 1,000,000 Each Occurrence and \$1,000,000 Aggregate

- C. Errors and Omissions Liability Insurance \$ 1,000,000 Each Claim \$ 1,000,000 Annual Aggregate

- D. Blanket Catastrophe Excess Liability (Umbrella Insurance) (Umbrella Policy to be in excess/following form over A & B above) \$ 3,000,000 Each Occurrence \$ 3,000,000 Annual Aggregate

- E. Certificate of Premium Payment from the State of Ohio - The Industrial Commission and Bureau of Worker's Compensation.
- F. All insurance carriers shall be reputable and licensed to do business in the State of Ohio, and shall provide certification of incorporation in accordance with the provisions of Section 3941.02 Revised Code of Ohio.
- G. The Village will be furnished with a Certificate of Insurance evidencing coverage in compliance with the requirements hereof. The Village shall be named as an additional insured in all required insurance coverage, and shall be provided, in advance with thirty (30) days written notice of any cancellation or material change of coverage.

NINTH. The Association shall maintain mutual aid agreements with surrounding communities to provide additional EMS resources in times of emergency. Such agreements shall be kept on file by the Association, and copies will be made available to the Village upon request. The use of such mutual aid resources shall be made in accordance with the provisions of those agreements and at no additional cost to the Village.

TENTH. This agreement does not cover, nor does the Association provide, fire or emergency medical dispatch service, which is provided and furnished by the Chagrin Valley Dispatch pursuant to a separate contractual agreement between the Village and the Chagrin Valley Dispatch COG.

Nor is the Association responsible for any charges incurred by or on behalf of the Village under the terms of any mutual aid assistance contracts entered into by the Village and other municipalities.

ELEVENTH. That there shall be and hereby is authorized an Advisory Committee, consisting of one representative from each municipality or township having a contract with the Association. Each representative shall be appointed by the Mayor or Board of Trustees of their respective municipality or township. The Advisory Committee shall advise and consult with the Association's Corporate Officers, Fire Chief or other designated representatives of the Association upon such matters as shall arise from time to time. Such meetings shall be held upon request of the Association's President.

TWELFTH. In consideration of the Association providing these services to the Village, in the manner herein described, the Village shall pay the Association the sum shown on the attached proposal, in the manner described herein.

- A. The Village shall pay the Association in equal monthly installments, with such payment due on or before the first of each month. The first installment shall be due on or before the first day of service. The amount of the monthly installments shall be adjusted annually, as described in the attached proposal.
- B. If, for any reason, any payment which is due is not paid by the tenth of the month in which it

is due, then the outstanding balance remaining unpaid on that date shall, at the option of the Association, be subject to a delinquency charge of eighteen percent (18%) per annum for the period during which an outstanding balance remains unpaid.

THIRTEENTH. That this Agreement shall remain in full force and effect for the period shown above, except that either party hereto may terminate this agreement by giving ninety (90) days written notice to the other of intention to terminate the contract, stating with particularity the reason for such termination.

In the event bankruptcy, receivership or other insolvency proceedings are filed by or against the Association, or in the event that the Association makes assignment of its assets for the benefit of its creditors, the Village shall have the right forthwith to terminate this Agreement by written notice to the Association.

In the event the Village defaults in payment of any sums due to the Association under the terms of this Agreement, and such default continues for a period of thirty (30) days, the Association may elect to terminate this Agreement, upon written notice to the Village, thirty (30) days from the date such notice is received. This cancellation shall not relieve the Village of any outstanding balance due prior to the cancellation. In addition, three months payments shall also be immediately due for failure to provide the required ninety (90) days notice of intent to terminate.

FOURTEENTH. The Village shall provide to the Association a complete and accurate map of the village, with street names and house numbers. A printed map shall be provided, and additionally, the map shall be digitized, or otherwise provided, as a computer file which is compatible with AutoCAD.

FIFTEENTH. The Association agrees to respond to hazardous materials incidents in the Village, when summoned, to provide emergency medical services, however, services commonly provided by hazardous materials response teams are not provided by the Association as part of this agreement. Furthermore, the Association shall not be liable for any costs incurred by the Village, or any occupant or property owner, associated with the mitigation, emergency response, clean-up or abatement of any chemical release, imminent chemical release or associated hazard. It is strongly recommended that the Village contract separately for the services of a hazardous materials response team.

Emergency Medical Service Proposal


The Chagrin Falls Suburban Volunteer Fireman's Association, Inc. hereby proposes to furnish Fire Protection and Emergency Medical Service to the Village of Chagrin Falls, Ohio in accordance with the specifications, terms and conditions of this agreement, providing this proposal is accepted as a contract by the Village of Chagrin Falls, Ohio, at the following price.

For the period of three years, from January 1, 2020 through December 31, 2022:

1. During calendar year 2020 the proposed contract cost is \$ 395,525.67.
2. At the beginning of 2021 the annual cost shall be increased by an additional three (3) percent (\$407,391.44).
3. At the beginning of 2022 the annual cost shall be increased by an additional three (3) percent (\$419,613.18).


IN WITNESS WHEREOF, the parties hereto, acting by and through their respective officers, duly authorized in the premises, have executed the foregoing Agreement.

The Chagrin Falls Suburban Volunteer Fireman's Association, Incorporated
21 West Washington St, Chagrin Falls, Ohio 44022

By  Date 10-30-19
Association President

By  Date 30 Oct 19
Association Secretary

The Village of Chagrin Falls, Cuyahoga County, Ohio

By  Date 10-29-19
Mayor

By  Date 10-29-19
Clerk of Council

**APPOINTEE TO FIRE DEPARTMENT ADVISORY COMMITTEE
from the Village of Chagrin Falls, Ohio**

=====

NAME Janis Evans

ADDRESS 155 Locust Lane

CITY/ZIP Chagrin Falls OH 44022

PHONE 440-248-7474 work / 216-299-1625 cell

EMAIL Janis2dick@aol.com

Please provide the name and other information on the individual you have appointed to the Fire Department Advisory Committee and return with your signed contracts to:

**The Chagrin Falls Suburban Volunteer Fireman's Association, Inc.
21 West Washington Street, Chagrin Falls, Ohio 44022**