

ORDINANCE NO. 6-21

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR FIRE SERVICES WITH MONTVILLE TOWNSHIP.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Contract for Fire Services between Montville Township and the City of Medina.
- SEC. 2:** That a copy of the Contract for Fire Services is marked Exhibit A, attached hereto and incorporated herein, and is subject to the final approval of the Law Director.
- SEC. 3:** That the effective date of this Agreement shall be January 1, 2021, and shall continue in full force and effect, unless terminated as otherwise provided for in this Agreement, until December 31, 2024.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: January 25, 2021

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 26, 2021

SIGNED: Dennis Hanwell
Mayor

ORD 6-21
Exh. A

CONTRACT FOR FIRE SERVICES
BETWEEN THE CITY OF MEDINA AND
MONTVILLE TOWNSHIP

This Agreement is made and concluded at Medina, Ohio by and between the City of Medina (hereafter "Medina") and the Township of Montville (hereafter "Montville") in accordance with Ohio Revised Code §9.60.

INTRODUCTION

Medina operates a Fire Department (hereafter "Medina Fire Department"), and by agreement, has provided fire protection services to Montville. The parties enter into this fire protection agreement to replace all former fire protection agreements. The parties agree that their relationship pursuant to this Agreement shall be subject to the following terms and conditions:

TERMS AND CONDITIONS

1. The Medina Fire Department shall respond to all fire alarms generated as a result of fires in Montville with the equipment and personnel deemed necessary and appropriate by Medina, and to select EMS calls as approved by the Medina Hospital Medical Director. Medina will respond with equipment and personnel as expeditiously as possible under the circumstances. In no event will Medina or Medina Fire Department be in default of this Agreement if Medina is not able to effectively combat a fire in Montville for any reason whatsoever, provided Medina has used its best efforts, given all of the circumstances, to combat the fire or provide rescue.
2. In accordance with Ohio Revised Code 9.60(E), Chapter 2744 of the Revised Code, as it is applicable to the operations of Medina and The Medina Fire Department shall apply to this agreement.
3. The effective date of this Agreement shall be January 1, 2021 and shall continue in full force and effect, unless terminated as otherwise provided for in this Agreement, until December 31, 2024.
4. This agreement covers current staffing Monday thru Friday, 8 a.m. until midnight. This does not include weekend staffing or midnight to 8 a.m. staffing.
5. Montville agrees to pay the City for services as provided herein.

2021 - \$229,466	2022 - \$268,722	2023 - \$275,648	2024 - \$279,411
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6. Medina shall invoice Montville for the service fee in the month of January for each given year. Montville shall have thirty (30) days to pay the fees as invoiced by Medina.
7. The City shall have complete use of all fire apparatus and its deployment. The City will provide general maintenance of the equipment. The City will pay the first \$5,000 for repair/maintenance. The Township will be responsible for costs over the \$5,000 threshold. This \$5,000 threshold shall reflect single item/issue repairs, not an aggregate repair amount. Any replacement/purchase of equipment or apparatus shall occur only by agreement between the City and the Township as to the necessity of cost and if purchase or replacement is needed. The Township may (at their expense) have a third party inspection made of said equipment on an annual basis. The Township agrees to set aside reasonable funds to replace the fire apparatus and equipment as is reasonable. The City agrees to create a spreadsheet of anticipated replacement years for the fire trucks. (See Appendix A attached hereto.)
8. Medina shall at no additional fees provide the following administrative services:
 - (a) Fire inspections, enforcement of fire codes, review of plans for new construction projects and consultation with builders and developers, including participation in the Medina County Planning Commission meetings dealing with proposed new developments in Montville.
 - (b) Inspect residential properties to identify circumstances of risk to life or property at the request of the property owner or Montville.
 - (c) Assist in the development of a community relations program, including the following topics:
 - i. Public awareness and cooperation to manage the fire risk.
 - ii. Promote community understanding of the fire department.
 - iii. Fire safety education.
 - (d) Provide Montville with the necessary expertise and the services in the handling of hazardous material emergencies and other disasters.
 - (e) Work with Montville in updating its Disaster Plan to identify the kinds of protection needed in the future.
 - (f) Fire hydrant inspections shall remain the sole responsibility of the Medina County Sanitary Engineer and/or the City of Medina Fire Department.
 - (g) Furnish Montville with written quarterly reports outlining all fire suppression and fire prevention activities in Montville for the preceding quarter.
 - (h) The Medina Fire Chief will appear before the Montville Township Trustees as requested by the Trustees at a Trustee meeting and give an oral report of activities as requested by the Montville Township Trustees.
9. It is understood and agreed by the parties that Medina has sole, exclusive control of its Fire Department budget. Montville may present budget suggestions to Medina prior to completion of the budgeting process. Further, Medina will furnish to Montville a five (5) year, non-binding plan outlining what the Medina Fire Department would like to accomplish with regard to personnel, equipment and facilities.

10. Recognizing that demands for services and that the cost of services change over time, Medina and Montville agree that should either party feel that conditions of the contract are no longer to their advantage, either may notify the other of a desire to renegotiate this contract. The parties specifically recognize that if either party has a fire department that becomes full time, partial full time, or a part of a fire district, this contract will, in fact, be renegotiated. If either party terminates this contract, the Service Fee will be prorated up to the point of termination with Montville being reimbursed for the amount of the Stand-by Fee not used after the date of termination of this contract.
11. This Agreement does not address, cover, or in any way relate to or involve fees and monies charged for police and/or fire dispatch responsibilities or duties, but the fee will cover fire dispatch.
12. Medina and Montville shall each maintain general liability insurance coverage in the aggregate amount of not less than \$3,000,000.00, with limits of no less than \$1,000,000.00 per incident, to cover liabilities associated with performance of duties under this agreement.
13. Either party may terminate this Agreement during its terms or any extension thereof upon duly authorized advance, written notice to the other party. Such termination shall be effective the last day of the sixth (6th) full month after receipt of notice.
14. This Agreement and any notices provided for herein are expressly contingent upon the passage of approving legislation by the Montville Township Trustees and by the Council of the City of Medina.
15. Any notice required by this Agreement shall be submitted to the parties as follows:

CITY OF MEDINA
 Attn: Mayor
 132 North Elmwood Avenue
 Medina, OH 44256

MONTVILLE TOWNSHIP
 c/o Township Fiscal Officer
 6665 Wadsworth Road
 Medina, OH 44256

Copies of all notices required by this Agreement shall be sent to:

CITY OF MEDINA
 Attn: Fire Chief
 300 W. Reagan Parkway
 Medina, OH 44256

cc: MEDINA COUNTY PROSECUTOR
 72 Public Square
 Medina, OH 44256

16. This Agreement shall be construed under the laws of the State of Ohio. It contains the entire agreement of the parties. No modification of this Agreement shall be effective unless duly approved in writing by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers on this 19th day of January, 2020.

CITY OF MEDINA

Sherry A. Crow
Witness

By: Dennis Hanwell
MAYOR DENNIS HANWELL 1-26-2021

City of Medina Ord. No. 6-21

BOARD OF TRUSTEES OF

MONTVILLE TOWNSHIP

Mary Paulowski
Witness

By: Ronald Beecher
By: Bob Anderson
By: Sally Albrecht

As authorized by Resolution No. 011921.01

Approved to as form

Gregory A. Huber
GREGORY A. HUBER, Law Director

City of Medina

Michael K. Lyons

MICHAEL K. LYONS

Assistant Medina County Prosecuting Attorney

FINAL SUBMISSION: 12/28/20

**MONTVILLE TOWNSHIP RECOMMENDED EQUIPMENT REPLACEMENT
SCHEDULE**

<u>Unit #</u>	<u>Year</u>	<u>Mileage</u>	<u>Make</u>	<u>Assigned</u>	<u>Recommended Replacement Year</u>
Engine 1	2012	43,583	Navistar Terrastar Quick Response Pumper	Sta #1	2027*
Engine 5	2013	24,577	Smeal Class A Pumper	Sta #5	2033**

APPENDIX A

*Engine 1 has 43,583 miles and is used on a daily basis by the duty crew.

**Engine 5 has 24,577 miles and is mainly used as a "call out" engine when Station #5 is called to a fire.

As of 1/19/21