

ORDINANCE NO. 68-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CLEVELAND CLINIC MEDINA HOSPITAL LIFE SUPPORT TEAM FOR THE PURPOSE OF PROVIDING 9-1-1 DISPATCH SERVICES, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement between the City of Medina and the Cleveland Clinic Medina Hospital LST for the purpose of providing 9-1-1 emergency police dispatch services for the period of January 1, 2022 through December 31, 2024.

SEC. 2: That a copy of the Agreement for Service is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: 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.4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to continue the previous ongoing agreement which expired on December 31, 2021; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: April 11, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 12, 2022

SIGNED: Dennis Hanwell
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 68-22 ADOPTED BY THE COUNCIL ON April 11, 2022
Kathy Patton
CLERK OF COUNCIL

This page needs to be retained with the Agreement at all times.

COMPANY INFORMATION

CITY OF MEDINA, OHIO
132 N. ELMWOOD
MEDINA, OH 44256

CONTRACT INFORMATION

Contract ID: 4266396
Master Agreement Number:
Dept Reference No.:
Contract Description: DISPATCH SERVICES AGREEMENT WITH THE CITY OF MEDINA -
SUPERSEDES 4165831 EXPIRED 12/31/2021
Institute: Regional Hospital
Submitting Dept: MEDINA HOSPITAL
Contract Amount: \$0
Dept Contact: DENISE TOROK

TERM INFORMATION

Effective Date: 1/1/2022
Expiration Date: 12/31/2024
Term Type: Fixed

LEGAL TEAM INFORMATION

Attorney: ASHLEY PRIVETT

Paralegal:

Contract approved as to form for: 4266396
Attorney: PRIVETT, ASHLEY
By: Privett, Ashley
Date: 3/15/2022 3:28:31 PM

AGREEMENT FOR SERVICE

I

This agreement made and entered into as of the 1st day of January, 2022, by and between the **CITY OF MEDINA**, hereinafter referred to as "the City" and **Medina Hospital, an Ohio non-profit corporation, for its LIFE SUPPORT TEAM**, hereinafter referred to as "LST".

II

The residents and visitors of the City of Medina, Medina Township, and Montville Township require radio, telephone, and 911 communications "Dispatch Services" to summon medical aid. LST does hereby engage and retain the City for the purpose of providing such services on behalf of the residents and visitors. The City agrees to provide these services on a twenty four hour per day, seven day a week basis for a period from January 1, 2022 until December 31, 2024. "Dispatch Services" for the purpose of this agreement shall be receiving all messages, including but not limited to in-person, telephonic, or written that are seeking medical or health assistance and by forwarding these messages by means of radio on a pre-assigned frequency or by telephone, or by various paging methods to the personnel on duty for their response and to keep a recording of all incoming and outgoing communications. "Dispatch Services" shall also include Mobile Data Terminals and access to Computer Aided Dispatch "CAD" status screens.

III

The City agrees to be responsible for the salary and benefits paid to the dispatch personnel.

IV

The City and LST agrees to maintain current radio licenses as required by the Federal Communications Commission and to allow each other access to the frequencies. The City shall be responsible for the maintenance of any and all equipment used by the City in furtherance of providing dispatch services to LST.

V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by City of Medina personnel in their official capacity and that no City of Medina personnel shall be subject to any claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violation of any duty imposed by this contract. No one at the City of Medina, in either their official or personal capacity, shall be responsible to LST nor any person and/or entity for any damages for bodily injury, death, or property damage arising out of employment or activities of City of Medina and/or LST employees while engaged in the performance of their duties.

The City and the City personnel shall not be responsible to LST for any loss, injury, or damage to equipment or property of LST or to any employee or member of LST.

VI

The only duty of the City of Medina when rendering dispatch services as set forth in Section II herein is to notify the appropriate department and provide appropriate information as circumstances allow.

VII

In consideration of a sum equal to one-third (33%) of the total operational costs of the City's Communication's Center payable in quarterly installments, the City agrees to provide emergency medical dispatching services for LST in providing services to the residents and visitors of the City of Medina, Medina Township, and Montville Township. The City further agrees to provide and support the Mobile Data Terminals and access to Computer Aided Dispatch "CAD" status screens.

VIII

Quarterly payments are due no later than 30 days after the issuance of an invoice reflecting the one-third amount of the previous quarter's Communication Center costs. Payments shall be payable to the order of the City of Medina, 132 N. Elmwood Avenue, Medina, OH 44256.

IX

Any operational change that would have an economic or substantial service impact to LST will be presented and discussed prior to any implementation as between the City and LST.

X

This Agreement shall be in effect until December 31, 2024. Either party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail ninety (90) days prior to the termination date.

XI

This writing encompasses the complete agreement between the City and LST, there being no other promise, expressed or implied, between the City and LST regarding dispatch services.

THEREFORE, in consideration of the mutual covenants of the City of Medina and Medina Hospital as set forth hereinabove, the City and LST do agree.

Medina Hospital / LST

By: [Signature]

Name: James Madasz

Title: COO

Date: 4/14/2022

City of Medina

By: [Signature]

Name: Dennis Hanwell

Title: Mayor, Public Safety Director

Date: April 12, 2022

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Medina Hospital / LST

City of Medina

By: _____
Name: James Madasz
Title: COO
Date: _____

By: Dennis Hanwell
Name: Dennis Hanwell
Title: Mayor, Public Safety Director
Date: April 12, 2022