


ORD. 10-19
Exh. A

 **Cleveland Clinic - Law Department**

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: 4165831
Master Agreement Number:
Dept Reference No.:
Contract Description: 2019 DISPATCH SERVICES AGREEMENT WITH THE CITY OF MEDINA
Institute: Regional Hospital
Submitting Dept: MEDINA HOSPITAL
Contract Amount:
Dept Contact: MELISSA BAKER

TERM INFORMATION

Effective Date: 10/15/2018
Expiration Date: 12/31/2021
Term Type: Fixed

LEGAL TEAM INFORMATION

Attorney: FRANCIS TITAS

Paralegal:

Contract approved as to form for: 4165831
Attorney: TITAS, FRANCIS
By: Titas, Frank
Date: 10/15/2018 8:43:05 AM

AGREEMENT FOR SERVICE

I

This agreement made and entered into as of the 15th day of October, 2018, by and between the CITY OF MEDINA, hereinafter referred to as "the City" and the Cleveland Clinic Medina Hospital for the 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 the above date until the thirty-first day of December, 2021. "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 forwarding these messages by means of a 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 agree to maintain current radio licenses as required by the Federal Communication Commission and to allow each other access to these frequencies. The City shall be responsible for the maintenance of any and all equipment purchased or 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 the City of Medina personnel in their official capacity and that no City of Medina personnel shall be subject to and claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violations of any duty imposed by this contract. No one at the City, in either their personal or official capacity shall be responsible to LST nor any person or entity for any damages for bodily injury, death, or property damage arising out of employment or activities for the City 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 when rendering dispatch services as set forth in Section II is to notify the 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.

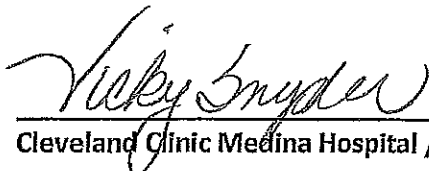
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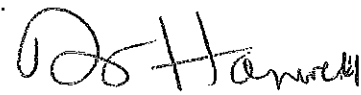
This Agreement shall be in effect until December 31, 2021. Either Party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail ninety (90) days prior to the termination date.

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 the Life Support Team as set forth hereinabove, the City and LST do agree.


Cleveland Clinic Medina Hospital / LST


Dennis Hanwell
Mayor / Public Safety Director
City of Medina 01-29-19