

ORDINANCE NO. 24-17

**AN ORDINANCE REPEALING AND REPLACING
ORDINANCE NO. 51-10, PASSED MARCH 22, 2010,
PERTAINING TO THE MEMORIAL PARK SWIMMING
POOL RATES, AND DECLARING AN EMERGENCY.**

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

SEC. 1: That the rates for the Memorial Park Swimming Pool shall be as follows:

Daily Admission Rates per Person:

Daily Individual Rate Ages 3-59:	\$7.00
Senior Daily Individual Rate Age 60+:	\$4.00
Lunch Program Daily Admission:	
(for those with National School Lunch Program Letter on file only)	\$4.00
Camp / Group Rate Daily Admission:	
(for previously scheduled & approved groups only)	\$4.00
Ages 2 and under:	Free

Season Pass Rates:

Individual Season Pass:	\$100.00
Family Season Pass (Up to 5 members- \$20/person over 5):	\$200.00
Lunch Program Rates:	50% off above season pass rates

Promotional Rates:

- Daily Pass Punch Card with 5 visits: \$25.00
- Early Bird or Special Promotional Pricing for Season Passes not to exceed 25% off.
- Specialized Limited Time Promotions – based on occupancy and weather not to exceed \$3 off full price Daily Admission Rate of \$7.00.
- Mid-Season Special Rate – Up to 50% off Season Pass Rates, not to be implemented before half of the scheduled pool season has passed.

SEC. 2: 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. 3: 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 begin advertising for season passes and special rates; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: February 27, 2017

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: February 28, 2017

SIGNED: Dennis Hanwell
Mayor

ORDINANCE NO. 131-12

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN MEDINA HOSPITAL, THE CITY OF MEDINA, MEDINA TOWNSHIP AND MONTVILLE TOWNSHIP.

WHEREAS: The Governmental Units desire to provide emergency medical service for the benefit of the health and welfare of their respective citizens within the geographic boundaries of the Governmental Units; and

WHEREAS: The Hospital provides emergency medical services; and

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

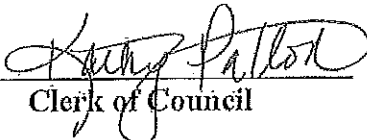
SEC. 1: That the Mayor is hereby authorized and directed to enter into an Emergency Medical Services Agreement between Medina Hospital, the City of Medina, Medina Township and Montville Township in accordance with the Agreement marked Exhibit A, attached hereto and made a part hereof, and is subject to the Law Director's final approval.

SEC. 2: 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. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: July 9, 2012

SIGNED: 
President of Council

ATTEST: 
Clerk of Council

APPROVED: July 11, 2012

SIGNED: 
Mayor

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS EMERGENCY MEDICAL SERVICES AGREEMENT ("Agreement") is effective as of January 1, 2012 (the "Effective Date") by and among Medina Hospital ("Hospital") and the City of Medina, an Ohio municipality (the "City"), Medina Township and Montville Township, each an unincorporated Ohio township (collectively, "Townships"). The City and the Townships will be referred collectively herein as ("Governmental Units").

RECITALS:

WHEREAS, the Governmental Units desire to provide emergency medical service for the benefit of the health and welfare of their respective citizens within the geographic boundaries of the Governmental Units (the "Service Area"); and

WHEREAS, the Hospital provides emergency medical services; and

WHEREAS, the Governmental Units desire to engage Hospital to provide the emergency medical services ("Emergency Medical Services") described in Section 1 of this Agreement within the Service Area and Hospital desires to be so engaged, pursuant to the terms and conditions of this Agreement.

Now, therefore, for and in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed upon by the parties as follows:

SECTION I. SCOPE OF SERVICE

1. Emergency Medical Services. Consistent with its capabilities and subject to the Governmental Units meeting their obligations under this Agreement, the Hospital agrees to provide Emergency Medical Services, which shall consist of the following:

A. Provide Basic and Advanced Life Support and transport of patients from the scene of emergency within the Service Area to the nearest appropriate hospital in accordance with Ohio Trauma Care Law: Ohio Revised Code Sections 3727.09, 3727.10; Ohio Ambulance Licensing Board, Ohio Revised Code Chapter 4766; and Ohio Department of Public Safety, Ohio Revised Code Chapter 4765; and the rules and protocols promulgated pursuant to the same,

B. Provide Basic and Advanced Life Support and emergency transport of patients from all Skilled Nursing Facilities, and assisted living facilities within the Service Area to the nearest appropriate hospital in accordance with Ohio Trauma Care Law: Ohio Revised Code Sections 3727.09, 3727.10; Ohio Ambulance Licensing Board, Ohio Revised Code Chapter 4766; and Ohio Department of Public Safety, Ohio Revised Code Chapter 4765; and the rules and protocols promulgated pursuant to the same.

C. Provide emergency response to fire calls within the Service Area pursuant to the protocols established by the LST Advisory Board (as defined below), and to provide firefighter rehabilitation services in accordance with applicable federal and state recommendations and as prescribed by LST policy and local EMS Medical Control Protocol agreed upon by the LST Advisory Board.

D. Operate three (3) fully equipped Advance Life Support Emergency Medical Vehicles and staffing 24 hours per day, 7 days per week for the provision of services within the Service Area. All vehicles and staffing will be in compliance with the Ohio Department of Public Safety rules and regulations, the Ohio Medical Transportation Board rules and regulations, and Ohio Revised Code Section 4765.43. The Hospital may adjust vehicle and staffing numbers upon the recommendation of Hospital administration and Life Support Transport ("LST") Directors, with the approval of the LST Advisory Board. Said recommendations will be based on EMS statistical records and growth and development within the contracted areas. Any expansion of services must be approved by the LST Advisory Board and the Hospital and adequately funded through the budgeting process. The housing and positioning of vehicles and staffing shall be by the agreement of the Hospital and LST Advisory Board, with an effort to provide optimal response and utilization throughout the Service Area.

Notwithstanding the foregoing, the parties agree that if one or more of LST's emergency medical vehicles is not in service due to damage or destruction, the Hospital will use commercially reasonable efforts to promptly repair or replace such vehicle(s) and the Hospital's obligation under the first sentence of SECTION I.1.D above will be waived for such ensuing period of time thereafter as may be reasonable necessary for such damage or destruction to be repaired or the vehicle replaced. Further, the parties agree that the emergency medical vehicles may be out of service from time to time for routine and scheduled maintenance.

2. Operations.

A. Each emergency medical vehicle shall be staffed in accordance with the Ohio Revised Code Section 4765.43, on each emergency medical run.

B. The Hospital will use the name "Life Support Team" and "LST" in connection with the provision of the Emergency Medical Services.

3. Mutual Aid Agreements. The Governmental Units have entered into Mutual Aid Agreements with other Medina County medical and rescue services for back-up services which may be required during peak service periods, mass casualty and disaster situations. EMS personnel from the Hospital are authorized to make the decisions to request mutual assistance, and Hospital EMS personnel are in charge of and responsible for patients when there is an injury and/or illness situation requiring Emergency Medical Services within the Service Area. Hospital EMS personnel will be considered Public Safety Personnel and will be included in all Medina City Ordinances/Township Resolutions offering authority and protection to Public Service Personnel.

SECTION II. COSTS OF SERVICE

1. Reimbursement Obligation. Except as otherwise set forth herein, each of the Governmental Units agrees to pay to the Hospital its Proportionate Share of all Unreimbursed Costs, which the Hospital may incur in connection with providing the Emergency Medical Services within the Service Area.

A. "Unreimbursed Costs" means the difference between the EMS Costs and the EMS Revenue.

B. "EMS Costs" means all costs incurred in connection with providing the Emergency Medical Services including,

(1) All costs of acquisition, maintenance, repair, and operation of the Emergency Medical Service vehicles and their equipment.

(2) All costs of acquisition, installation, maintenance, and operation of a two-way radio communication system.

(3) All costs incurred in operation of the Emergency Medical Service, including medical supplies, wages, benefits, social security, if any, premiums for workers' compensation and unemployment compensation, EMT training, and fees, if any, charged by physicians providing supervision of paramedics performing treatment related to the Emergency Medical Services.

(4) All costs related to providing suitable quarters to the EMS staff and its equipment, including such charges as have been or may hereinafter be agreed upon regarding the construction of an additional structure to house additional EMS crews and equipment when deemed necessary in consultation with the LST Advisory Board.

(5) The Hospital shall set aside from attributable operational expenses, a depreciation reserve on all capital assets, other than buildings, a figure to be agreed upon by the LST Advisory Board, on an annual basis during the budget review process. The Governmental Units agree to fund the depreciation reserve on an annual basis on the same methodology as it uses in accounting for other operating expenses. The depreciation reserve shall be used for capital expenditures. The Governmental Units agree to reimburse the Hospital to the extent the cost of any replacement emergency medical vehicle or any equipment that exceeds said depreciation reserve.

C. "EMS Revenue" means all revenue received from any payment source, including, but not limited to governmental bodies, third party payors (governmental and commercial), employer health plans, or any other entity or individual, in connection with the Emergency Medical Services and other services using the assets, personnel and facilities that are used in providing the Emergency Medical Services.

D. "Proportionate Share" means each Governmental Unit's share of the costs associated with the provision of the Emergency Medical Services, which is equal to a fraction, the numerator of which is the total number of calls for Emergency Medical Services originating within the Governmental Unit's geographic boundaries and the denominator of which is the total number of calls for Emergency Medical Services originating within the Service Area within the preceding month.

2. Records. The Hospital shall maintain complete records evidencing all EMS Costs and EMS Revenue. The Hospital agrees to make such records available to the LST Advisory Board

at all times on reasonable request for purposes of review. The Hospital further agrees to provide explanation of any items of expenditure or cost appearing in said records, upon request by the Governmental Units.

3. Timing of Payment. Each Governmental Unit agrees that payment to the Hospital for its Proportionate Share of the Unreimbursed Costs shall be made monthly, within thirty (30) days of submission by the Hospital of its accounting of Unreimbursed Costs and Proportionate Share.

4. Billing of Residents. Hospital shall bill each patient who is a resident of the Service Area ("Resident") and, as appropriate, such Resident's insurer for the provision of Emergency Medical Services. All revenue derived from such billings shall be EMS Revenue that is applied to the costs of providing the Emergency Medical Services. The parties agree that the LST Advisory Board will set the maximum amount that the Hospital may bill a Resident as a coinsurance, copayment or deductible (collectively, "Resident Copay") for Emergency Medical Services. Nothing herein shall limit the Hospital's ability to bill a Resident's insurer or insurers for the Emergency Medical Services provided to such Resident. The parties specifically agree that in no event shall the Hospital be liable for any unpaid or uncollectable bill for Emergency Medical Services rendered. Patients who are not Residents will be billed according to the Hospital's standard billing procedures. The Hospital agrees to make a good faith effort to collect each and every such bill for Emergency Medical Services, in accordance with applicable state and federal laws and payor guidelines.

5. Insurance. The Hospital agrees to procure and maintain the following minimum insurance coverage on each and every vehicle used by the Hospital to provide the said emergency medical service:

Combined Liability - \$1,000,000.00 single limit, each accident

6. Hospital Contribution. In recognition of the community need for emergency medical services and in furtherance of its mission and purposes, the Hospital agrees to contribute value equal to Sixty Thousand Dollars (\$60,000.00) per year to the operation of the Emergency Medical Services program described in this Agreement. The method of the Hospital's contribution will be determined by the Hospital in its discretion and may include cash contributions to EMS Revenues, credits against EMS Costs, or undertaking efforts resulting in offsetting EMS Costs (e.g., reducing personnel costs by using EMS personnel in the Hospital's emergency room while not performing Emergency Medical Services; provided that such use shall be subject to the EMS personnel's primary responsibility to provide priority response to emergency calls). The Hospital will provide the LST Advisory Board with annual accounting of the Hospital's contributions under this Section II.6 upon request.

SECTION III. LST ADVISORY BOARD

1. Purpose. The parties shall establish an LST Advisory Board to assist and advise the Hospital on matters related to the Emergency Medical Services which affect local governments. The LST Advisory Board shall set its own agendas and meeting dates, and establish guidelines for operation of the Emergency Medical Services subject to terms of this Agreement and the laws and EMS Rules and Regulations of the State of Ohio. On an annual basis, the Hospital will

prepare a budget for the Emergency Medical Services, which shall be subject to approval by the LST Advisory Board. If the LST Advisory Board does not approve the budget prepared by the Hospital, the Hospital will work cooperatively with the Governmental Units and prepare a revised budget for resubmission to the LST Advisory Board for approval. The LST Advisory Board shall also review and establish the Resident Copay amount and the fees to be charged for the Emergency Medical Service in consultation with the Hospital.

2. Composition. The LST Advisory Board shall consist of:

1. Mayor, City of Medina
2. Chairman, Health, Safety & Sanitation Committee of the City of Medina or designee
3. One (1) Trustee, Medina Township
4. One (1) Trustee, Montville Township
5. President of Medina Hospital or designee
6. Director, Life Support Team, Medina Hospital or designee

3. Voting. The LST Advisory Board shall have four (4) voting members consisting of the Mayor of the City, the Chairman, Health, Safety & Sanitation Committee of the City or designee, and the Township Trustee representatives. Non-voting members shall be the Director of the Life Support Team and the President of Medina Hospital. Unless otherwise limited by or described in this Agreement, any act or decision of the LST Advisory Board pursuant to this Agreement may be taken only by a majority vote when a quorum is present. For purposes of this Agreement, a quorum means a majority of all of the members of the LST Advisory Board.

4. Officers. On an annual basis, the LST Advisory Board shall elect a Chair and a Vice Chair from among its members. The Chair shall call and preside at all meetings of the LST Advisory Board. The Chair shall provide leadership to the LST Advisory Board, serve as a liaison between the Hospital and the LST Advisory Board, and work closely with the Director of the Life Support Team in maintaining communications and ensuring proper evaluation of performance. Vice Chair shall assist the Chair and preside over meetings in the Chair's absence. The Life Support Team Secretary shall serve as the Secretary of the LST Advisory Board.

SECTION IV. TERMINATION

1. Term. The initial term of this Agreement ("Initial Term") shall be five (5) years commencing on the Effective Date. At the end of the Initial Term and any Term Extension (as defined herein), the term of this Agreement may be extended for subsequent five (5) year periods (a "Term Extension"), upon mutual written agreement of the parties. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Initial Term or the last Term Extension.

2. Termination.

A. *Termination Without Cause.* At any time after expiration of the first year of the Initial Term, this Agreement may be terminated without cause by giving the other parties at least twelve (12) months' prior written notice by any Government Unit or the Hospital.

B. *Termination For Cause.* This Agreement may be terminated at any time upon the occurrence of any of the following:

- (1) if a party breaches any material term of this Agreement and fails to correct such breach to the reasonable satisfaction of the other parties within one hundred eighty (180) days after receiving written notice of such breach from all of the other parties ("Notice of Breach") or, in the case of nonpayment or disclosure of confidential information, within thirty (30) days after receipt of the Notice of Breach, such other parties may, by mutual agreement, terminate this Agreement in whole or in part by notifying the breaching party in writing of such termination or, if available, seek specific performance of the breached obligation;
- (2) if a Governmental Unit determines that it has insufficient funding to fulfill its obligations under this Agreement, such Governmental Unit may terminate this Agreement upon one hundred eighty (180) days' written notice to the other parties;
- (3) upon the mutual written agreement of all of the parties to terminate this Agreement;
- (4) if any of the parties is denied a license or certificate or other authority necessary to perform its respective obligations pursuant this Agreement, the other parties may, by mutual agreement, terminate this Agreement in whole or in part; or
- (5) as otherwise set forth under this Agreement.

C. *Distribution Upon Termination.* In the event of termination of this Agreement by the parties, any emergency medical equipment purchased under this Agreement plus accumulated depreciation reserves credited to each Governmental Unit, shall be transferred and distributed in accordance with the decision of the LST Advisory Board, giving due consideration to proportionate payments of the Governmental Units under this Agreement during the three (3) years period prior to the date of termination.

D. *Costs Upon Termination.* In the event of termination of this Agreement for any reason other than for Hospital's uncured material breach, the Governmental Units shall be responsible for payment or reimbursement to the Hospital of the Governmental Unit's Proportionate Share of all costs incurred in connection with the termination of this Agreement, specifically including but not limited to any and all employment related termination costs such as unemployment compensation, and premium rate increases attributable to the termination of employment of EMS personnel, regardless of when bills or statements for such costs may be received by the Hospital. The Governmental Units shall be responsible for all costs incurred as outlined in this Section IV.2.D, based on the Governmental Units' respective Proportionate Share.

SECTION V. CONFIDENTIALITY AND DOCUMENT RETENTION

1. *Information.* Subject to the Hospital's obligation to comply with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") regulations on patient privacy and confidentiality, 45 C.F.R. Parts 160 and 164, the Hospital will provide the Governmental Units with sufficient information to verify the calculations set forth in SECTION II. The

Governmental Units agree to treat such information in the same manner that it handles (i) all confidential and proprietary information and (ii) to the extent applicable, health information.

2. Documentation Retention. The Governmental Units shall retain all documents and records relating to all aspects of the term of this Agreement and the provision of Emergency Medical Services hereunder for the period specified pursuant to its document retention policies, or pursuant to any period specified by law, whichever is longer.

SECTION VI. MISCELLANEOUS

1. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. The parties agree that this Agreement terminates all prior agreements between the Hospital and any of the Governmental Units for the provision of emergency medical services.

2. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provision.

3. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement.

4. Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:

If to Hospital:	Medina Hospital 1000 East Washington Street Medina, Ohio 44256 Attention: Chief Executive Officer
-----------------	--

Copy to:	Law Department 3050 Science Park Drive / AC321 Beachwood, Ohio 44122
----------	--

If to City of Medina:	City of Medina 132 N. Elmwood Medina, Ohio 44256
-----------------------	--

If to Medina Township:	Medina Township 3799 Huffman Road Medina, Ohio 44256
------------------------	--

If to Montville Township:	Montville Township
---------------------------	--------------------

6665 Wadsworth Road
Medina, Ohio 44256

or to such other persons or places as a party may from time to time designate by notice pursuant to this Section.

5. Assignment; Binding Effect. No party shall assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other parties, and any assignment or transfer without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns

6. Use of Name. None of the Governmental Units shall use the name, logo, likeness, trademarks, image or other intellectual property of Hospital or The Cleveland Clinic Foundation for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of Hospital as to each such use.

7. Compliance with Laws. By entering into this Agreement, the parties specifically intend to comply with all applicable state and federal laws, rules and regulations, including (i) the personal services safe harbor of the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and in particular, that the services performed under the Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn) and (iii) federal and state privacy laws. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, a party may terminate this Agreement on sixty (60) days written notice to the other parties.

8. Changes in Law. In the event of any legislative or regulatory change, determination, interpretation or standard, whether federal or state, which has or would have significant adverse impact on any of the Governmental Units or Hospital in connection with the performance of this Agreement, as determined by the parties' respective counsel, or in the event that performance by any of the Governmental Units or Hospital of any term, covenant, condition or provision of this Agreement should for any reason be in violation of any statute or regulation, or otherwise be deemed illegal, invalid, void or unenforceable, the affected party shall have the right to require that the other parties renegotiate the terms of this Agreement. Such renegotiation shall occur not later than fifteen (15) days after a written request for renegotiation is received by the parties. If the parties fail to reach an agreement satisfactory to all parties within sixty (60) days of the request for renegotiation, the party requesting such renegotiation may terminate this Agreement upon fifteen (15) days written notice to the other parties or sooner if required by law.

9. Independent Contractor Status. Hospital and its physicians, EMS Medical Control Physicians, LST EMS Staff and employees are performing all Emergency Medical Services and

duties required of them by this Agreement as independent contractors and not as employees, agents, partners or joint venturers of the Governmental Units. No party shall have authority to bind or obligate any other party in any manner. None of the Governmental Units shall have nor exercise any control over the methods by which any of the physicians, EMS Medical Control Physicians or LST EMS Staff practice medicine, except that Hospital hereby agrees to cause the physicians, EMS Medical Control Physicians and LST EMS Staff to use currently acceptable methods in their practice of medicine and to provide Emergency Medical Services in accordance with the standards of the accrediting and licensing agencies. Each party shall be solely responsible for the payment or withholding of all federal, state or local income taxes, Social Security taxes, unemployment taxes, workers' compensation and other insurance required by law arising from its staff's compensation hereunder.

10. Dispute Resolution. The Governmental Units and Hospital shall in good faith first attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement by negotiations among the parties. If any such controversy, dispute or disagreement is not resolved within thirty (30) days after such negotiations begin, the parties agree to submit such controversy, dispute or disagreement to non binding mediation. The site of the mediation shall be Medina, Ohio or at such other site as the parties may agree to at the time of the dispute. The parties shall attempt in good faith to agree upon a mediator who is knowledgeable in matters covered by this Agreement. If a dispute is not resolved through non-binding mediation, each party hereby: (i) consents to submit to the jurisdiction of the courts of the State of Ohio, and of the United States, located in Medina, Ohio for any action, suit, or proceeding arising out of or relating to this Agreement; (ii) waives any objection to the laying of venue of any such action, suit, or proceeding in any such courts; and (iii) waives and agrees not to plead or claim that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

11. Liability. Each party hereto is liable for; (i) its own acts or omissions, whether negligent, willful or otherwise culpable in performance or failure to perform the services, responsibilities and duties set out in this Agreement and (ii) its own violation of any federal, state or local laws, rules or regulations.

12. Tax Exempt Status. The parties recognize that Hospital is a nonprofit, tax-exempt organization and agree that actions taken under this Agreement will take into account and be consistent with Hospital's tax-exempt status. If any part or all of this Agreement is determined to jeopardize the tax-exempt status of Hospital and/or any of its exempt affiliates, then Hospital will have the right to terminate this Agreement immediately.

13. No Waiver of Rights. The failure by a party to exercise any right provided for hereunder shall not be deemed a waiver of any right hereunder. The waiver by a party of any breach of any term, covenant, warranty, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this Agreement.

14. Force Majeure. No party will be responsible for any failure or delay in its performance under this Agreement (other than financial obligations including payment of amounts due) if such failure or delay is the result of any: labor dispute, act of God, inability to

obtain labor or materials, future law, regulation, ordinance or requirement of any government or regulatory agency; or any other event which is beyond its reasonable control.

15. Severability. In the event any term or provision of this Agreement should be adjudged by a court or governmental agency to be invalid, such adjudication shall in no manner affect the other terms or provisions of this Agreement, which shall remain in full force and effect as if the term or provision so adjudged invalid were not originally a part hereof unless the term or provision so adjudged invalid materially affects the consideration or obligation that a party is entitled to receive or assume under this Agreement.

16. Construction.

A. Each term and provision of this Agreement is to be construed simply according to its fair meaning and not strictly for or against any party. No provision of this Agreement is to be interpreted as a penalty upon, or a forfeiture by, any party to this Agreement.

B. The captions of the various sections of the Agreement are not a part of the context hereof are inserted merely for convenience in locating the different provisions and shall be ignored in construing this Agreement.

C. Whenever the context of this Agreement requires, words used in the singular shall be construed to mean and include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine, or neuter genders.

D. The parties acknowledge their right to separate legal counsel, and agree to obtain any appropriate advice or opinions about this transaction from their respective counsel. The parties acknowledge that they and their respective legal counsel have had the opportunity to participate equally in the drafting of this Agreement and that in the event of a dispute, no party shall be treated, for any purpose, as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

17. Execution. Each of the signatories to this Agreement represent that he or she has the authority to execute this Agreement and to bind the party on whose behalf his or her execution is made. This Agreement constitutes the legal, valid and binding obligation of the parties enforceable in accordance with its terms.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates set forth below.

MEDINA HOSPITAL

By: Vicky Snyder
Name: Vicky Snyder
Title: CEO/COO
Date: 9/25/12

CITY OF MEDINA

By: _____
Name: _____
Title: _____
Date: _____

MEDINA TOWNSHIP

By: _____
Name: _____
Title: _____
Date: _____

MONTVILLE TOWNSHIP

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM
CCF - LAW DEPT.

DATE: 9-24-12 CM/SI #: CW2350786
BY: FLOA AMM

7/31/12

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates set forth below.

MEDINA HOSPITAL

By: _____
Name: Vicky Snyder
Title: CFO/COO
Date: _____

CITY OF MEDINA

By: Dennis Hamwell
Name: Dennis Hamwell
Title: mayer
Date: 8/20/12

MEDINA TOWNSHIP

By: _____
Name: _____
Title: _____
Date: _____

MONTVILLE TOWNSHIP

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates set forth below.

MEDINA HOSPITAL

By: _____
Name: Vicki Snyder
Title: CFO/COO

Date: _____

CITY OF MEDINA

By: _____
Name: _____
Title: _____

Date: _____

MEDINA TOWNSHIP

By: Michael P. Todd
Name: Michael P. Todd
Title: Chairman, Board of Trustees

Date: 9/27/12

MONTVILLE TOWNSHIP

By: _____
Name: _____
Title: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates set forth below.

MEDINA HOSPITAL

By: _____
Name: Vicky Snyder
Title: CFO/COO

Date: _____

CITY OF MEDINA

By: _____
Name: _____
Title: _____

Date: _____

MEDINA TOWNSHIP

By: _____
Name: _____
Title: _____

Date: _____

MONTVILLE TOWNSHIP

By: Ronald Bischof
Name: RONALD BISCHOF
Title: CHAIRMAN TRUSTEE

Date: 10-23-12

JONES DAY

NORTH POINT • 901 LAKESIDE AVENUE • CLEVELAND, OHIO 44114.1190
TELEPHONE: +1.216.586.3939 • FACSIMILE: +1.216.579.0212

Direct Number: (216) 586-7230
jlkapp@JonesDay.com

JP413544:vgw
082988-620001

November 6, 2012

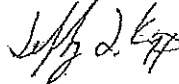
William L. Thorne, Esq.
Assistant Prosecutor
Medina County
72 Public Square
Medina, OH 44256

Re: Emergency Medical Services Agreement

Dear Bill:

Enclosed please find two fully executed copies of the Emergency Medical Services Agreement for Medina Township and Montville Township. If you have any questions or concerns regarding this matter, please do not hesitate to give me a call

Very truly yours,



Jeffrey L. Kapp

Enclosures

cc: Gregory A. Huber, Esq. (w/o enc.) ✓
Ms. Vicky Snyder (w/o enc.)