

*fully executed***ORDINANCE NO. 129-17****AN ORDINANCE AMENDING ORDINANCE NO. 91-17,
PASSED JUNE 12, 2017, RELATIVE TO AN AMENDMENT
TO THE FIRE SERVICE CONTRACT BETWEEN THE CITY
OF MEDINA AND MEDINA TOWNSHIP.**

WHEREAS: Ordinance No. 91-17, passed June 12, 2017, authorized the Mayor to enter into a contract for Fire Services with Medina Township; and

WHEREAS: The Township and City have agreed to make two (2) changes to the contract, one to the Terms and Conditions #2, and a change to the notice of termination from six (6) months to twelve (12) months.

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

SEC. 1: That Ordinance No. 91-17, passed June 12, 2017, relative to the Fire Service Contract between the City of Medina and Medina Township is hereby amended.

SEC. 2: That a copy of the amended Fire Service Contract 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 in full force and effect at the earliest period allowed by law.

PASSED: September 11, 2017

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: September 12, 2017

SIGNED: Dennis Hanwell
Mayor

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

ORD 129-17
Exh. A

This Agreement is made and concluded at Medina, Ohio, by and between the City of Medina (hereinafter "the City") and the Township of Medina (hereinafter "the Township"), jointly, "the Parties."

INTRODUCTION

The Parties currently operate independent fire departments, but are of the opinion after independent analyzes, that it would be in the best interest of their residents, both financially and for the provision of services, to have one department and ultimately even an independent district, servicing not only the Parties but Montville Township as well, which currently contracts with the City for fire services.

As a first step to such a potential goal, the City has agreed to accept and the Township has agreed to turn over all fire protection in the Township to the City pursuant to the terms and conditions set forth herein.

TERMS AND CONDITIONS

1. The Medina City Fire Department shall respond to all fire alarms generated as a result of fires in the Township with the equipment and personnel deemed necessary and appropriate by the City and to select EMS calls as approved by the Medina Hospital Medical Director. The City will respond with equipment and personnel as expeditiously as possible under the circumstances. In no event will the City be in default of this Agreement or be liable for damages of any kind or nature if it is not able to effectively combat a fire or respond to an approved EMS call in the Township for any reason whatsoever, provided the City has used its best efforts, given all of the circumstances, to combat the fire or provide the EMS service.

2. The effective date of this Contract shall commence the date of signing and shall continue in full force and effect for a period of three (3) years from July 13, 2017, unless terminated as otherwise provided for in this Agreement. The City and Township both agree that the contract shall terminate if a Fire District is formed and properly funded.

3. STAFFING AND APPARATUS

(a) The Township shall turn over to the City all of the fire equipment set forth in Exhibit A. The Exhibit A equipment shall be maintained by the City with the understanding that major repairs and/or replacement shall occur only by way of agreement of both the City and the Township as to the necessity of and cost of the major repair and/or replacement. The Township agrees to set aside reasonable funds to replace the fire engines and vehicles identified in Exhibit A as is reasonably necessary. The City agrees to create a spreadsheet of anticipated replacement years for the fire trucks and vehicles.

Township stations located on Nettleton and Huffman Roads may be utilized by the City during the duration of this agreement. The Township shall be responsible for maintenance and repair of

the station buildings and associated real property unless damages or need for maintenance to the station buildings and/or real property is caused by the City's negligence or negligent operation during use of the facility.

(b) The City agrees to give preference to former Medina Township Fire Personnel when filling positions with the City Fire Department provided that the former Township Fire Personnel can meet all City requirements.

(c) The Township shall maintain ownership of the equipment and sites, but discontinue operation of a fire department while this Contract is in effect.

(d) The Township agrees to pay the City Two Hundred Thirty Thousand Dollars (\$230,000) per year for services as provided herein.

(e) If for any reason the Township purchases additional fire equipment during the term of this Contract, it will be titled in the name of the Township, but will be maintained by the City in return for the right to utilize the vehicles for fire services during the life of this Contract and any extension thereof. Both the City and Township shall insure said vehicles. The City's insurance coverage on the vehicles shall be deemed "primary" and the Township's insurance coverage shall be deemed "excess." Each policy of insurance shall be identical to the respective government entity standard vehicle insurance coverage.

(f) Invoicing

The City shall invoice the Township for the service set forth herein in the month of January each year during the life of this Contract. The Township shall have thirty (30) days to pay the fees as invoiced by the City.

5. It is understood and agreed by the parties that the City has sole, exclusive control of its Fire Department budget. The Township shall, however, have the right to sit in during the budget process, and may present budget suggestions to the City prior to completion of the budgeting process. Further, the City will furnish to the Township a five (5) year, non-binding plan outlining what the Medina Fire Department would like to accomplish with regard to personnel, equipment, and facilities.

6. Recognizing that demands for services and that the cost of services change over time, the City and Township 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. If either party terminates this Contract pursuant to paragraph 9, the yearly fee will be prorated up to the point of termination with the Township being reimbursed for the amount of the yearly fee remaining.

7. This Contract does not address, cover, or in any way relate to or involve fees and monies charged for police dispatch responsibilities or duties, but the fee will cover fire dispatch.

8. The City and Township hereby waive any subrogation claim against the other for loss or damage to real and/or personal property and/or personal injury resulting from acts or omissions

associated with performance of obligations or responsibilities created pursuant to this Contract, whether or not negligently caused.

9. Either party may terminate this Contract during its term or any extension thereof upon duly authorized advance, written notice to the other party. Such termination shall be effective the last day of the twelfth (12th) full month after receipt of notice.

10. This Contract and any notices provided for herein are expressly contingent upon the passage of approving legislation by the Medina Township Trustees and by the Council of the City of Medina.

11. Any notice required by this Contract shall be submitted to the parties as follows:

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

MEDINA TOWNSHIP
C/O Township Fiscal Officer
3799 Huffman Road
Medina, Ohio 44256

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

CITY OF MEDINA
ATTN: Fire Chief
300 W. Reagan Parkway
Medina, Ohio 44256

cc:

12. This Contract shall be construed under the laws of the State of Ohio. It contains the entire agreement of the parties. No modification of this Contract 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 12th day of September, 2017.

Sherry Crow
WITNESS

CITY OF MEDINA

By: Dennis Hanwell
MAYOR DENNIS HANWELL

As authorized by City Ordinance No. 129-17

BOARD OF TRUSTEES OF
MEDINA TOWNSHIP

Cecilia Gol
WITNESS

By: Bill Ostmann
BILL OSTMANN, Trustee

Cecilia Gol
WITNESS

By: Ray Jarrett
RAY JARRETT, Trustee

WITNESS

By: _____
KEN DEMICHAEL, Trustee

As authorized by Resolution No. 07132017-010

Approved as to form:

Gregory A. Huber
GREGORY A. HUBER, LAW DIRECTOR
CITY OF MEDINA

William L. Thorne
WILLIAM L. THORNE, ATTORNEY FOR MEDINA TOWNSHIP