

ORDINANCE NO. 7-21

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR FIRE SERVICES WITH MEDINA 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 Medina 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

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. 7-21 ADOPTED BY SAID COUNCIL ON Jan. 25, 2021

Kathy Patton
CLERK OF COUNCIL

ORD. 7-21
Exh. A

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

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" in accordance with Ohio Revised Code §9.60.

INTRODUCTION

The City operates a Fire Department (hereafter "Medina Fire Department"), and by agreement, has provided fire protection services to the Township. 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 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. Medina will respond with equipment and personnel as expeditiously as possible under the circumstances. In no event will the City or Medina Fire Department be in default of this Agreement if Medina Fire Department is not able to effectively combat a fire in Medina Township for any reason whatsoever, provided Medina Fire Department 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 the City 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. The Township agrees to pay the City for services as provided herein.

2021 - \$286,389	2022 - \$335,903	2023 - \$344,561	2024 - \$349,264
------------------	------------------	------------------	------------------

The City shall invoice The Township for service fees in the month of January for each given year. The Township shall have thirty (30) days to pay the fees as invoiced by the City.

6. The City shall have complete use of all fire apparatus and its deployment and all Township owned equipment. 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.)
7. Township property/equipment deemed unnecessary can be taken out of service and returned to the Township for them to do with what they want. If equipment needs to be replaced or purchased, the Township needs a written request giving reasonable time for the Township to budget said request. This clause does not apply to equipment that must be purchased on an emergency basis provided both parties agree to the emergency purchase.
8. Township stations located on Nettleton and Huffman Roads may be utilized by the City and Medina Fire Department during the duration of this agreement. The Township shall be responsible for maintenance and repair of the stations and associated real property unless damages or need for maintenance to the station building and/or real property is caused by the City or Medina Fire Department's negligence or negligent operation during use of the facility. Said maintenance shall include all utilities, cleaning and operating supplies. The City and/or Medina Fire Department shall provide basic property maintenance: mowing /trimming of grass, snow/ice removal of sidewalks and area immediate to the station and bays. The City and/or Medina Fire Department shall maintain all apparatus in a clean and ready-to-operate condition.
9. The City 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 The Township.
 - (b) Inspect residential properties to identify circumstances of risk to life or property at the request of the property owner or the Township.
 - (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 the Township with the necessary expertise and the services in the handling of hazardous material emergencies and other disasters.
 - (e) Work with the Township 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 the Township with written monthly reports outlining all Incident response and fire prevention activities in the Township for the preceding month.
 - (h) The Medina Fire Chief will appear before the Township Trustees as requested for cause, by the Trustees at a Trustee meeting and give an oral report of activities as requested by the Medina Township Trustees. This does not require the Chief to attend all township meetings.
10. It is understood and agreed by the parties that the City has sole, exclusive control of its Fire Department budget. The Township 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.
11. Recognizing that demands for services and that the cost of services change over time, the City and the 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. 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 the Township being reimbursed for the amount of the Service Fee not used after the date of termination of this contract.
12. 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.
13. The City and the Township 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.
14. 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.
15. This Agreement 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.

16. 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

MEDINA TOWNSHIP
c/o Township Fiscal Officer
3799 Huffman 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:

17. 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 23 day of December, 2020.

CITY OF MEDINA

Sherry A. Crow

Witness

By: Dennis Hanwell

MAYOR DENNIS HANWELL

As authorized by ORD. 1-21 1-26-2021

BOARD OF TRUSTEES OF

MEDINA TOWNSHIP

Nick Dominy

Witness

By: [Signature]

By:

By: [Signature]

APPROVED

As authorized by Resolution No. 12232020-044

Approved to as form

Gregory A. Huber

GREGORY A. HUBER, Law Director

City of Medina

Michael Lyons

Michael Lyons, Assistant County Prosecutor

Attorney for Medina Township

FINAL SUBMISSION: 12/22/20, 8:10 a.m.

Medina Township Equipment Replacement Schedule

APPENDIX A

<u>Unit #</u>	<u>Year</u>	<u>Mileage</u>	<u>Make</u>	<u>Assigned</u>	<u>Replace</u>
Rescue 6	2005	17,094	Pierce	Sta #6	2027 ? (Medina Twp)
Engine 6	2012	35,553	Pierce	Sta #6	2032 (Medina Twp)
Car 2	2014	21,057	Ford Explorer	Sta #6	2026 (Medina Twp)
Brush 6	2008	17,604	Ford/Wildland	Sta #1	2025 (Medina Twp)
Engine 7	2001	4,794	Pierce	Sta #7	2023 ? (Medina Twp)
Engine 7-R	1993	52,921	Sutphen	Sta #7	2017 ? (Medina Twp)

Notes:

1. Items noted with "?" in the REPLACE column shall be evaluated for need to replace.
2. SCBA's (34 units + spares)

Year: 2013/2014

Make: Scott

Replace: 2028. These may be replaced if the City receives a grant. New units would be owned by the City . Old units could be sold by Township.

Estimated replacement cost:

34 units @ \$4,607.20	\$156,644.80
34 spare bottles @ \$953.47	\$ 32,417.98
34 face pieces @ \$290.55	\$ 9,878.70
TOTAL	\$198,941.48

Final submission: 12/21/20

Resolution 12232020-044

I, Mike Stopa, move to adopt resolution #12232020-044, to Authorize the Medina Township Board of Trustees to enter into a contract with the City of Medina for Fire Services to be provided to Medina Township and incorporate this six (6) page contract document by reference.

APPROVED BY MEDINA TWP. TRUSTEES

Date 12-23-2020

Trustee Chm. [Signature]

Trustee [Signature]

Trustee [Signature]