

ORDINANCE NO. 2022-46 FIRST READING JUNE 13, 2022
INTRODUCED BY: DENNIS GALICKI SECOND READING WAIVED
THIRD READING WAIVED

ORDINANCE APPROVING THE FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF SOUTH RUSSELL AND THE CHAGRIN FALLS SUBURBAN VOLUNTEER FIREMAN'S ASSOCIATION, WHICH INCLUDES A ONE-TIME EXPENSE OF \$69,769 TO BE PAID BY JULY 1, 2022 FOR CAPITAL IMPROVEMENT OF THE FIRE STATION AND FOR A PERIOD OF THREE YEARS FOR FIRE PROTECTION AND MEDICAL SERVICES BEGINNING JANUARY 1, 2023 FOR THE SUM OF \$488,586.40 WITH A FOUR PERCENT (4%) INCREASE IN 2024 (\$508,129.85) AND A FOUR PERCENT (4%) INCREASE IN 2025 (\$528,455.05), AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, the Village's current Fire Protection and Emergency Medical Service Agreement with the Chagrin Falls Suburban Volunteer Firemen's Association ("Association") expires December 31, 2022; and

WHEREAS, the Association has proposed a Fire Protection and Emergency Medical Service Agreement ("Agreement") to provide fire protection and emergency medical services to the Village for a term of three years, beginning January 1, 2023 and ending December 31, 2025, as well as a one-time expense to be paid by the Village by July 1, 2022 for capital improvement of the fire station used by the Association (a copy of the Agreement is attached hereto and incorporated herein as Exhibit "A"); and

WHEREAS, Council desires to enter into the Agreement with the Association.

NOW, THEREFORE BE IT ORDAINED by the Council of the Village of South Russell, County of Geauga, State of Ohio, that:

SECTION 1: The Agreement attached hereto and incorporated herein as Exhibit "A" is hereby approved according to the terms and conditions provided therein.

SECTION 2: The Mayor and Fiscal Officer are hereby authorized to execute the Agreement on behalf of the Village.

SECTION 3: It is hereby 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 of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to secure the Agreement with the Association and pay to the Association the one-time expense for the capital improvement of the fire station it utilizes by July 1, 2022; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.



Mayor - President of Council

ATTEST:



Fiscal Officer

I certify that Ordinance No. 2022-46 was duly enacted on the 13TH day of JUNE 2022, by the Council of the Village of South Russell, and posted in accordance with the Codified Ordinances of the Village.



Fiscal Office

Fire Protection and Emergency Medical Service Agreement

THIS FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE AGREEMENT (“**Agreement**”), made and entered into by and between **The Chagrin Falls Suburban Volunteer Fireman's Association**, a nonprofit corporation organized and existing under and by virtue of the laws of the State of Ohio (hereinafter referred to as the “**Association**”) and the **Village of South Russell, Ohio** (hereinafter referred to as the “**Village**”).

WHEREAS, the Ohio Revised Code authorizes any village or township, in order to obtain fire protection, to enter into a contract with a private fire company for firefighting services and the use of fire apparatus; and

WHEREAS, the Association owns and operates mobile firefighting equipment and accessory life saving and emergency equipment for the extinguishment and prevention of fires and the protection and preservation of life and property at fires; and

WHEREAS, the Ohio Revised Code authorizes any village or township, in order to obtain Emergency Medical Services (EMS), to enter into a contract with a private corporation for emergency medical services and the use of EMS vehicles and related emergency equipment; and

WHEREAS, the Association owns and operates emergency medical vehicles and equipment for the purpose of responding to emergency calls, rendering emergency medical care and transporting ill and injured persons to hospitals and other appropriate medical facilities; and

WHEREAS, in order to obtain fire protection and emergency medical services, the Village has requested that the equipment, personnel and services of the Association be made available within the confines of the territory of the Village; and

WHEREAS, in an effort to enhance the efficiency and effectiveness of the provision of the Association’s fire protection services, the Village agrees to provide, as part of this Agreement, a one-time payment for the Association’s capital improvement to modernize its fire station.

NOW, THEREFORE, the Association and the Village, in consideration of the mutual promises herein set forth, agree as follows:

FIRST. That by July 1, 2022, the Village agrees to provide payment as designated in the attached proposal for the Association’s capital improvement to modernize its fire station and that for the period designated in the attached proposal, under the limitations and conditions hereinafter set forth, the Association agrees to furnish its equipment and personnel to the Village upon call duly received from the village's officers, agents or citizens, such equipment and personnel to be available at all times provided the equipment and personnel have not previously responded to other calls.

SECOND. Provisions Specifically Related to Emergency Medical Services

A) That the Association is to provide two (2) primary and one (1) backup emergency medical vehicles which will be properly equipped in accordance with all applicable State and Federal regulations, to provide service as Advanced Life Support Vehicles.

B) The said primary and backup vehicles shall be garaged at all times within three miles of the Village limits.

C) The Association agrees to provide, in the manner hereinafter set forth, sufficient equipment to enable it to respond at all times, on a 24 hour basis, to emergency medical calls at any location within the Village of South Russell in a timely manner, if not already engaged in other emergency calls.

However, it is understood by both parties that there are portions of the village which are not within a ten minute driving distance of the Associations fire station. Therefore, the Association agrees to have a response time of ten (10) minutes or less to ninety percent (90%) of all emergency medical calls within the Village of South Russell during any calendar year.

"Emergency medical call" is defined as those calls requesting an Emergency medical response (not including lift assists) received from Chagrin Valley Dispatch which are not canceled or downgraded to non-emergency status.

"Response time" is defined as the time the Association is first notified of the call (including the correct address and nature of the call) until the first Association vehicle arrives on the scene. Delayed responses caused by weather conditions, road closures, construction, incorrect dispatch information, radio paging failures, dispatching errors, multiple simultaneous incidents, cancellations while enroute, downgrading to non-emergency call while enroute, mass casualty incidents and/or hospital closures will not be counted in the response time calculations.

D) All emergency medical vehicles utilized for emergency calls within the Village shall be staffed by not less than two (2) crewman, each of whom shall be certified in Ohio as Emergency Medical Technicians (EMT's).

E) The Association further agrees that at least one of the personnel on the primary EMS vehicles shall be certified in Ohio as a Paramedic (EMT-P).

F) The said primary and backup vehicles shall both be equipped with two-way radios tied into the necessary frequencies to communicate with the Chagrin Valley Police/Fire Dispatch Center, and with cellular telephones for communications with receiving medical facilities and On-Line Physician Medical Direction.

G) That an Emergency Medical Service (EMS) vehicle shall respond to all working fire calls within the service area. Such EMS Vehicle shall remain at the scene of the fire until released by the Fire Department Officer-In-Charge (FD-OIC), unless summoned to another emergency within the service area.

H) The Association shall prepare and submit to the Village a monthly report, showing the following information for each emergency call:

- 1) Name and address of each person receiving services.
- 2) Location of the emergency call.
- 3) Facility to which the patient was transported.
- 4) Brief description of nature of call.
- 5) Date and time of the emergency call.
- 6) Level of treatment rendered, if any.

THIRD. The Association agrees that an authorized representative, having full knowledge of matters relating to the Association's performance under this agreement, shall attend meetings of Council, upon request of the Village, with reasonable notice to the Association of not less than forty-eight hours.

FOURTH. The Association agrees to permit a duly authorized representative of the Village, full and complete access to review and inspect the Association's books and financial statements, as they relate to this Agreement, by appointment with the Association's Treasurer.

FIFTH. The Association shall make every reasonable effort to assure that the emergency medical vehicles, fire apparatus and related emergency equipment are in proper working order and ready for response to emergency calls, but in no manner shall the Association be liable for failure of its equipment to operate due to unforeseeable circumstances, nor its inability to reach an emergency by reasons of road conditions or otherwise. During such an occurrence, the Association will make every attempt to provide alternate emergency medical care and transportation, or fire protection, generally by the use of other apparatus and mutual aid agreements with other surrounding departments.

SIXTH. The Association agrees to permit a duly authorized representative of the Village full and complete access to inspect the EMS vehicles, fire apparatus and related emergency equipment, during regular business hours, which shall be weekdays 8 am to 5 pm, excluding holidays.

SEVENTH. The Association shall hold harmless the Village against all liability, judgements, costs, damages and expenses arising out of all claims of every nature and description whatsoever, to which the Village may become subject, by reason of personal injuries, death, damage to or loss of real or personal property, or damages of any other nature or description, caused or claimed to have been caused by any negligent act or omission of the Association, its agents, servants, or employees. Without limiting the generality of the foregoing, such indemnification shall include the reasonable cost of attorney fees to the Village, by attorneys reasonably acceptable to the association and/or its insurance carrier in defending against any such claims, whether the defense is successful or unsuccessful.

EIGHTH. The Association shall maintain the insurance hereinafter described in force and effect during the term of this agreement. Such insurance shall protect the Association from liability and claims for damages for bodily injury, including wrongful death, and for damaged property caused by any action of the Association its agents, servants or employees, arising out of the performance

of its duties under this agreement and shall consist of the following:

- A. Comprehensive Automobile Liability Insurance
 - 1. Bodily Injury Liability Limits of: \$ 1,000,000 Each Person and \$ 1,000,000 Each Occurrence
 - 2. Property Damage Liability Limits of: \$ 1,000,000 Each Occurrence
 - 3. Medical Payments Liability Limits of: \$ 5,000 Each Person
 - 4. Uninsured Motorists Insurance Bodily Injury Limits of: \$ 1,000,000 Each Person and \$ 1,000,000 Each Occurrence

- B. Comprehensive General Liability Insurance, including Professional Liability Medical Malpractice Insurance
 - 1. Bodily Injury Liability Limits \$ 1,000,000 Each Occurrence and \$1,000,000 Aggregate
 - 2. Property Damage Liability Limits of: \$ 1,000,000 Each Occurrence and \$1,000,000 Aggregate
 - 3. Completed Operations Liability Limits of: \$ 1,000,000 Each Occurrence and \$1,000,000 Aggregate

- C. Errors and Omissions Liability Insurance \$ 1,000,000 Each Claim \$ 1,000,000 Annual Aggregate

- D. Blanket Catastrophe Excess Liability (Umbrella Insurance) (Umbrella Policy to be in excess/following form over A & B above) \$ 3,000,000 Each Occurrence \$ 3,000,000 Annual Aggregate

- E. Certificate of Premium Payment from the State of Ohio - The Industrial Commission and Bureau of Worker's Compensation.

- F. All insurance carriers shall be reputable and licensed to do business in the State of Ohio, and shall provide certification of incorporation in accordance with the provisions of Section 3941.02 Revised Code of Ohio.

- G. The Village will be furnished with a Certificate of Insurance evidencing coverage in compliance with the requirements hereof. The Village shall be named as an additional insured in all required insurance coverage, and shall be provided, in advance with thirty (30) days written notice of any cancellation or material change of coverage.

NINTH. The Association shall maintain mutual aid agreements with surrounding communities to provide additional fire and EMS resources in times of emergency. Such agreements shall be kept on file by the Association, and copies will be made available to the Village upon request. The use of such mutual aid resources shall be made in accordance with the provisions of those agreements and at no additional cost to the Village.

TENTH. This agreement does not cover, nor does the Association provide, fire or emergency medical dispatch service, which is provided and furnished by Chagrin Valley Dispatch pursuant to any contractual agreement between the Village of South Russell and the Chagrin Valley

Dispatch COG, or any other entity.

Nor is the Association responsible for any charges incurred by or on behalf of the Village under the terms of any mutual aid assistance contracts entered into by the Village and other municipalities.

Nor does the Association provide fire prevention or plan review services as a component of this agreement.

ELEVENTH. That there shall be and hereby is authorized an Advisory Committee, consisting of one representative from each municipality or township having a contract with the Association. Each representative shall be appointed by the Mayor or Board of Trustees of their respective municipality or township. The Advisory Committee shall advise and consult with the Association's Corporate Officers, Fire Chief or other designated representatives of the Association upon such matters as shall arise from time to time. Such meetings may be called upon request of the Association's President, or another member of the Advisory Committee..

TWELFTH. In consideration of the Association providing these services to the Village, in the manner herein described, the Village shall pay the Association the sum shown on the attached proposal, in the manner described herein.

- A. The Village shall pay the Association in equal monthly installments, with such payment due on or before the first of each month. The first installment shall be due on or before the first day of service. The amount of the monthly installments shall be adjusted annually, as described in the attached proposal.
- B. If, for any reason, any payment which is due is not paid by the tenth of the month in which it is due, then the outstanding balance remaining unpaid on that date shall, at the option of the Association, be subject to a delinquency charge of eighteen percent (18%) per annum for the period during which an outstanding balance remains unpaid.

THIRTEENTH. That this Agreement shall remain in full force and effect for the period shown above, except that either party hereto may terminate this agreement by giving ninety (90) days written notice to the other of intention to terminate the Agreement, stating with particularity the reason for such termination; provided however, that should either party terminate this Agreement pursuant to this Thirteenth Section, the Association agrees to reimburse the Village its payment toward the Association's capital improvement of its fire station as designated in the attached proposal, pro-rated, from the beginning of the Agreement to the date of termination.

In the event bankruptcy, receivership or other insolvency proceedings are filed by or against the Association, or in the event that the Association makes assignment of its assets for the benefit of its creditors, the Village shall have the right forthwith to terminate this Agreement by written notice to the Association. In the event the Village defaults in payment of any sums due to the Association under the terms of this Agreement, and such default continues for a period of thirty

(30) days, the Association may elect to terminate this Agreement, upon written notice to the Village, thirty (30) days from the date such notice is received. This cancellation shall not relieve the Village of any outstanding balance due prior to the cancellation. In addition, three months

payments shall also be immediately due for failure to provide the required ninety (90) days notice of intent to terminate.

FOURTEENTH. The Village shall provide to the Association a complete and accurate map of the village, with street names and house numbers. A printed map shall be provided, and additionally, the map shall be digitized, or otherwise provided, as a computer file which is compatible with AutoCAD.

FIFTEENTH. The Association agrees to respond to hazardous materials incidents in the Village, when summoned, to provide fire protection, emergency medical services and incident oversight in accordance with the Ohio Revised Code, however, services commonly provided by hazardous materials response teams are not provided by the Association as part of this agreement. Furthermore, the Association shall not be liable for any costs incurred by the Village, or any occupant or property owner, associated with the mitigation, emergency response, clean-up or abatement of any chemical release, imminent chemical release or associated hazard. It is strongly recommended that the Village contract separately for the services of a hazardous materials response team.

Fire Protection and Emergency Medical Service Proposal

The Chagrin Falls Suburban Volunteer Fireman's Association, Inc. hereby proposes to furnish Fire Protection and Emergency Medical Service to the Village of South Russell, Ohio in accordance with the specifications, terms and conditions of this agreement, providing this proposal is accepted as the Agreement by the Village of South Russell, Ohio, pursuant to the following:

- 1. For the capital improvement of the Association's fire station of \$69,769.00 to be paid by the Village by July 1, 2022 in accordance with the terms of this Agreement, the Community Funding Agreement and Escrow Agreement; and
- 2. For the period of three years, from January 1, 2023 through December 31, 2025:
 - a. During calendar year 2023 the proposed cost per the Agreement is \$ 488,586.40.
 - b. At the beginning of 2024 the annual cost shall be increased by an additional four (4) percent (\$508,129.85).
 - c. At the beginning of 2025 the annual cost shall be increased by an additional four (4) percent (\$528,455.05).

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective officers, duly authorized in the premises, have executed the foregoing Agreement.

The Chagrin Falls Suburban Volunteer Fireman's Association, Incorporated
21 West Washington St, Chagrin Falls, Ohio 44022

By _____ Date _____
Association President

By _____ Date _____
Association Secretary

The Village of South Russell, Geauga County, Ohio

By William D. Kome Date 6-13-2022
Mayor

By Danuelle Romanowski Date 6-13-22
Clerk of Council FISCAL OFFICER

C

APPOINTEE TO FIRE DEPARTMENT ADVISORY COMMITTEE
from the **Village of South Russell, Ohio**

=====

NAME DENNIS GALICKI
ADDRESS 5205 CHILICOTHE RD
CITY/ZIP SOUTH RUSSELL, OH 44022
PHONE 440-338-6700 X 222
EMAIL DGALICKI@SOUTHRUSSELL.COM

Please provide the name and other information on the individual you have appointed to the Fire Department Advisory Committee and return with your signed Agreement to:

The Chagrin Falls Suburban Volunteer Fireman's Association, Inc.
21 West Washington Street, Chagrin Falls, Ohio 44022