

**ORDINANCE NO. 16-2020**

**AN ORDINANCE AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH TRUSTEES OF THE TOWNSHIP OF HANOVER, ASHLAND COUNTY, OHIO, FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AND DECLARING AN EMERGENCY.**

**WHEREAS**, Council has received a request from the Trustees of the Township of Hanover, Ashland County, Ohio to renew the Contract for Fire Protection and Emergency Medical Services; and

**WHEREAS**, Council deems it appropriate to enter into an agreement with the Trustees of the Township of Hanover, Ashland County, Ohio for such purpose.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LOUDONVILLE, STATE OF OHIO:**

**SECTION 1:** That the Mayor and Fiscal Officer of the Village of Loudonville, Ohio are hereby authorized and directed to enter into an agreement with the Trustees of the Township of Hanover, Ashland County, Ohio for the provision of Fire Protection and Emergency Medical Services to said Township pursuant to the terms set forth in the agreement attached hereto as Exhibit A.

**SECTION 2:** This Ordinance is hereby declared to be an emergency measure to expedite the execution of a contract between the parties and ensure consistent fire and emergency services to local citizens. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stephen Stricklen, Mayor

ATTESTED:

\_\_\_\_\_  
Elaine Van Horn, Fiscal Officer

APPROVED:

\_\_\_\_\_  
Thomas R. Gilman, Village Solicitor

# Exhibit A

## CONTRACT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the **VILLAGE OF LOUDONVILLE, an Ohio Municipal Corporation**, hereinafter referred to as “Village” by and through its Mayor and Fiscal Officer, and **HANOVER TOWNSHIP, an Ohio township**, hereinafter referred to as “Township”, by and through its duly appointed representative.

### WITNESSETH

**WHEREAS**, the Council of the Village of Loudonville duly appointed Ordinance No. \_\_\_\_ - 20\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, authorizing the Mayor and Fiscal Officer of Village to enter into a contract with Township for the provision of emergency medical service and fire protection services to **Hanover Township**, Ashland County, Ohio for a period of five (5) years commencing on the 1<sup>st</sup> day of July, 2026 on the terms and conditions hereinafter set forth; and

**WHEREAS**, the Board of Trustees of the Township have been authorized to enter into a contract with Village for such services.

**NOW THEREFORE**, for the consideration hereinafter set forth, the parties hereto agree as follows:

### ARTICLE I.

#### TERM-PAYMENT

1.01. The term of this Contract shall be for a period of five (5) years commencing on the 1<sup>st</sup> day of July, 2026, and ending on the 30<sup>th</sup> day of June, 2026, unless otherwise sooner terminated as provided for herein.

1.02. In consideration for fire protection services provided to Township pursuant to the terms of this Contract by Village, Township agrees to pay the Village pursuant to the following payment schedule:

i) In year one (1) of the term (July 1, 2026 – June 30, 2022), Township shall pay the Village the sum of thirty-four thousand two hundred dollars (\$34,200.00).

ii) In year two (2) of the term (July 1, 2022 – June 30, 2023), Township shall pay the Village the sum of thirty-four thousand two hundred dollars (\$34,200.00).

iii) In year three (3) of the term (July 1, 2023 – June 30, 2024), Township shall pay the Village the sum of thirty-four thousand two hundred dollars (\$34,200.00).

iv) In year four (4) of the term (July 1, 2024 – June 30, 2025), Township shall pay the Village the sum of thirty-eight thousand dollars (\$38,000.00).

v) In year five (5) of the term (July 1, 2025 – June 30, 2026), Township shall pay the Village the sum of forty-one thousand eight hundred dollars (\$41,800.00).

The fee set forth above shall be made in four (4) equal installments due on July 1, October 1, January 1, and April 1 of each term year of this Agreement.

## **ARTICLE II.**

### **EMERGENCY MEDICAL SERVICES**

2.01. In consideration for the payments made to the Village pursuant to Article I of this Contract, Village agrees to provide Township with emergency medical services. The Village will respond to emergency calls with all necessary equipment and personnel, to evaluate the situation, treat a sick or injured person or persons, and transport if necessary to the nearest medical facility capable of caring for the patient.

2.02. The Village further agrees that for automobile or farm machinery accidents, where an injured person may be trapped, the Village will dispatch vehicle and provide heavy rescue equipment such as a motorized saw, come-along and "jaws of life".

2.03. It shall be within the sole discretion of the individual in charge of the responding emergency medical services vehicle or unit to decide the proper medical facility to which the patient or victim will be transported when services are provided pursuant to the terms of this Contract.

2.04. The provision of emergency medical services by Village to Township under the terms of this Contract shall be limited to those services which are required under the following circumstances:

- (a) An accident victim or injured person requires skilled medical care at the scene of an accident;
- (b) An accident victim or injured person requires transportation on an ambulance cot;
- or
- (c) An illness exists requiring immediate medical attention, or transportation to a hospital or other emergency medical facility.

## **ARTICLE III.**

### **FIRE PROTECTION SERVICES**

3.01. Throughout the term of this Contract, Village shall provide Township with fire protection services as identified herein. Village shall answer all calls received from Township and will furnish fire apparatus consisting of one (1) fire truck with hose, a tanker, and such other equipment as the designated person in charge of response to call shall determine appropriate or necessary. In addition, fire fighters shall be provided in response to any call for the purpose of extinguishing fire.

3.02. Township shall bear the cost of fire-fighting material that is consumable, such as foam and wet water, but excluding ordinary water which may be transported from the Village to the location of any fire.

3.03 During the term of this Agreement, Township shall, at all times, have a fire prevention officer appointed as provided for in Ohio Revised Code Section 505.38. Township may appoint a member of the Loudonville Fire Department to fulfill this requirement without additional cost.

#### **ARTICLE IV.**

##### **AREA OF SERVICE**

4.01. The services, personnel, equipment, and materials set forth herein shall only be provided for applicable circumstances arising in the all of Hanover Township, Ohio.

#### **ARTICLE V.**

##### **AMENDMENT AND TERMINATION**

5.01. No term or provision of this Contract may be changed, waived, or discharged, or terminated, except by the written consent of all parties hereto.

5.02. Any party hereto may at any time terminate this Contract by mailing a notice of such termination to the other party hereto, by certified United State mail, return receipt requested, no less than sixty (60) days prior to the intended date of termination. Termination shall not become effective until sixty (60) days have elapsed following receipt of the notice of termination by the receiving party.

5.03. Upon termination by either party, services shall cease and the payments provided for in this Agreement shall be prorated to a proportionate amount based on the portion of the calendar term for which services were provided.

#### **ARTICLE VI.**

##### **MISCELLANEOUS**

6.01. This Contract shall be governed by the laws of the State of Ohio, and if any provision hereof is in conflict with any federal law, law of the State of Ohio, or ordinance of the Village of Loudonville, then any such provision shall be deemed modified to conform to such law or ordinance without affecting the remaining provisions of this Contract.

6.02. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the aforesaid subject matter. All prior agreements and offers for agreements are hereby withdrawn and terminated by mutual agreement of the parties.

**IN WITNESS WHEREOF**, the Village and Township have caused this Contract to be executed on their behalf by proper officers or agents duly authorized in the premises as heretofore set forth, on the day and year first written above.

VILLAGE OF LOUDONVILLE, OHIO

\_\_\_\_\_  
Stephen Stricklen, Mayor

\_\_\_\_\_  
Elaine Van Horn, Fiscal Officer

HANOVER TOWNSHIP

\_\_\_\_\_  
Printed Name:  
Title:

\_\_\_\_\_  
Printed Name:  
Title:

\_\_\_\_\_  
Printed Name:  
Title:

Approved as to form:

\_\_\_\_\_  
Thomas R. Gilman-Village Solicitor