

VILLAGE OF BENTLEYVILLE, OHIO

ORDINANCE NO: 2022-42
INTRODUCED BY: KVACEK

AN EMERGENCY ORDINANCE AUTHORIZING A CONTRACT WITH THE CHAGRIN FALLS SUBURBAN VOLUNTEER FIREMAN'S ASSOCIATION INC. FOR THE YEAR 2023 THROUGH 2025

WHEREAS, the existing 3-year contract with the Chagrin Falls Suburban Volunteer Fireman's Association, Inc. expires at the end of 2022 as and for fire protection and emergency medical services;

WHEREAS, on October 14, 2022, a correspondence was received from the Association explaining the reason for certain increases that are being proposed in the Fire Protection and Emergency Medical Service Agreement ("Agreement") which this Council finds to be reasonable and acceptable; and

WHEREAS, Council has determined that this Agreement is a necessity for the health, safety and welfare of the citizens of the Village of Bentleyville.


NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Bentleyville, Ohio, County of Cuyahoga, State of Ohio, that:

Section 1. The Mayor is hereby and herein authorized and directed to enter into the Fire Protection and Medical Service Agreement with the Chagrin Falls Suburban Falls Suburban Volunteer Fireman's Association, Inc. in the form comparable to that attached hereto and incorporated herein as Exhibit "A", for the contract year's 2023-2025.

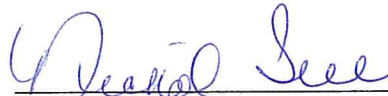
Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including the applicable sections of the Ohio Revised Code.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, or safety of the inhabitants of the Village and for the further reason set forth in the preamble hereof, and this Ordinance shall, therefore, take effect and be in full force immediately from and after the date of its passage and approval.

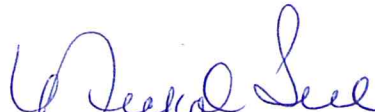
Passed: November 16, 2022


Mayor

I, the undersigned, Fiscal Officer of the Village of Bentleyville, hereby certify that there is no newspaper published or having an office of publication in the same Village and that I published the foregoing Ordinance by posting the same in five (5) of the most public places of said Village, as defined by Ordinance of Council, for a period of fifteen (15) days, beginning the date following passage and signature by the Mayor.


Fiscal Officer

I, the undersigned, Fiscal Officer of the Village of Bentleyville, hereby certify that the foregoing is a true copy of Ordinance 2022-42 duly enacted by the Council of said Village on November 16, 2022.


Fiscal Officer

Fire Protection and Emergency Medical Service Agreement

THIS 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 Bentleyville, 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 an agreement 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 an agreement 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;

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

FIRST. 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 an emergency medical call at any location within the Village of Bentleyville within ten (10) minutes of a call to the Association summoning an emergency medical vehicle, it being expressly understood that time shall be of the essence of this Agreement.

D) All emergency medical vehicles utilized for emergency calls within the Village shall be staffed by not less than two (2) crewmen, 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 Bentleyville 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 an agreement 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 shall be held upon request of the Association's President.

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.

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 Bentleyville, Ohio** in accordance with the specifications, terms and conditions of this agreement, providing this proposal is accepted as an agreement by the Village of Bentleyville, Ohio, at the following price.

For the period of three years, from January 1, 2023 through December 31, 2025:

1. During calendar year 2023 the proposed contract cost is \$ 128,101.34.
2. At the beginning of 2024 the annual cost shall be increased by an additional four (4) percent (\$133,225.39).
3. At the beginning of 2025 the annual cost shall be increased by an additional four (4) percent (\$138,554.40).

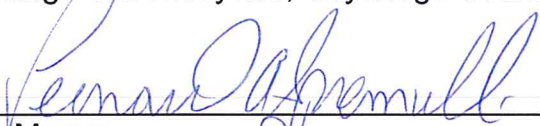
IN WITNESS WHEREOF, the parties hereto, acting by and through their respective officers, duly authorized in the premises, have executed the foregoing Agreement.

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 Bentleyville, Cuyahoga County, Ohio

By  Date 11-16-2022
Mayor

By  Date 11-16-2022
Clerk of Council

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

=====

NAME _____

ADDRESS _____

CITY/ZIP _____

PHONE _____

EMAIL _____

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

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

Fire Protection and Emergency Medical Service Agreement

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WHEREAS, the Ohio Revised Code authorizes any village or township, in order to obtain fire protection, to enter into an agreement 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 an agreement 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;

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

FIRST. 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.

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- E. Certificate of Premium Payment from the State of Ohio - The Industrial Commission and Bureau of Worker's Compensation.
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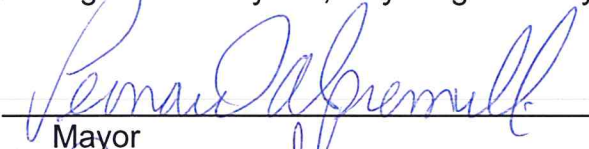
IN WITNESS WHEREOF, the parties hereto, acting by and through their respective officers, duly authorized in the premises, have executed the foregoing Agreement.

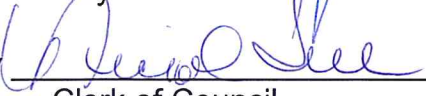
The Chagrin Falls Suburban Volunteer Fireman's Association, Incorporated
21 West Washington St, Chagrin Falls, Ohio 44022

By _____ Date _____
Association President

By _____ Date _____
Association Secretary

The Village of Bentleyville, Cuyahoga County, Ohio

By  Date 11-16-2022
Mayor

By  Date 11-16-2022
Clerk of Council

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

=====

NAME _____

ADDRESS _____

CITY/ZIP _____

PHONE _____

EMAIL _____

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

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