RECORD OF RESOLUTIONS

0181

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. _____ *Passed* _____, 20____

RESOLUTION 38 - 11

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A CONTRACT AND/OR CONTRACTS WITH THE TRUSTEES OF BAUGHMAN, EAST UNION AND SUGAR CREEK TOWNSHIPS, AND THE CENTRAL FIRE DISTRICT, TO PROVIDE FIRE FIGHTING AND EMERGENCY SQUAD SERVICES TO SAID TOWNSHIPS FOR A PERIOD OF TWO (2) YEARS, AND DECLARING AN EMERGENCY.

BE IT RESOLVED, by the Council of the City of Orrville, Ohio:

Section 1: That the Director of Public Safety and Service is hereby authorized to enter into a contract and/or contracts with the Trustees of Baughman, East Union, and Sugar Creek, and the Central Fire District, to provide fire fighting and emergency squad services to said district for a period of two (2) years; and

Section 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate protection and preservation of the public peace, health, safety and general welfare of the residents of the City of Orrville, and for the further reason that it is necessary to provide uninterrupted fire protection services to the residents of the Townships of Baughman, East Union and Sugarcreek, and the Central Fire District; therefore, this Resolution shall take effect and be in full force and effect immediately after its passage and approval by the Mayor.

Passed this 21st day of November 2011.

President of Council

Attest:

T Peppard
Clerk of Council

Approved:

David J. Hardesk
Mayor

Date 11/21/11

CONTRACT

This Contract entered into at Orrville, Ohio, by and between the City of Orrville, Ohio, a Municipal Corporation organized under the laws of the State of Ohio, hereinafter called "Orrville" and the Trustees of Baughman Township, Wayne County, Ohio, hereinafter called "Baughman", witnesseth:

WHEREAS, Orrville has personnel and equipment for the purpose of fighting fires and rendering emergency medical services in case of emergencies, and

WHEREAS, Baughman desires to avail themselves of the services which Orrville has for the area of Baughman Township, and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Orrville hereby agrees to render fire fighting services and emergency medical services by the Orrville Fire Department when such services are needed within the portion of Baughman Township set forth on the attached map marked "Exhibit A" and made a part hereof as though fully rewritten herein.

2. Such services shall be rendered when a request is made to the City of Orrville to do so.

3. Orrville further agrees to render fire fighting and emergency medical services through the Orrville Fire Department to the balance of Baughman Township in the form of mutual aid when called upon to do so. However, before any mutual aid is rendered by the Orrville Fire Department, authorization to do so must be given by the Fire Chief, or in his absence, by his next in command.

4. The parties hereby recognize that Orrville has mutual aid and other contractual agreements with the Township of East Union, Township of Sugar Creek, and Central Fire District; and consequently services shall not be rendered to Baughman Township if Orrville's equipment and personnel are being used to render services within Orrville's corporation limits or to the Townships of East Union, Sugar Creek, or Central Fire District. In addition, such services shall render only over such roads as are passable.

5. Baughman hereby agrees to pay to Orrville quarterly in advance, after being billed therefore, the sum of Six Thousand Dollars ($6,000.00) per year for the Orrville Fire Department to be present at a fire on behalf of Baughman.

6. When services are rendered pursuant to paragraph 1 hereof for emergency medical services, Orrville will bill the recipient of such services an amount equal to the amount charged to City of Orrville residents for such service. If said amount is not paid within 60 days of the billing date, Baughman shall pay Orrville the sum of the difference between Three Hundred Dollars ($300.00) and the amount paid. If Orrville subsequently receives payment from the recipient, they shall return to Baughman the amount received or Three Hundred Dollars ($300.00), whichever is less.

7. An Emergency Medical response by Orrville pursuant to paragraph 1 hereof, shall be made only after an attempt has been made to dispatch private ambulance services, unless it is determined by the Dispatcher as follows: the response is for a serious vehicular, industrial or agricultural accident where special equipment or additional manpower may be needed, or for a heart attack victim, or when private ambulance services are unavailable or are on the scene and require assistance.

8. Orrville agrees to name Baughman as an "additional insured" on Orrville's liability policies. Any cost in doing so shall be paid by Baughman.

9. This Contract shall be and continue in full force and effect for a period of two (2) years beginning January 1, 2012, unless terminated by either party at an earlier date by such party giving to the other party thirty (30) days notice in writing of its intention to terminate this contract.

10. The Council of the City of Orrville has by Sections 139.02 and 139.03 of the Codified Ordinances of the City of Orrville and by Resolution No. _____ authorized the Safety-Service Director of Orrville to enter into agreements for mutual aid and for additional fire and emergency medical services with cities, villages, and townships within Wayne County, Ohio.

IN WITNESS WHEREOF, the Trustees of Baughman Township have on the _____ day of _____, 2011, authorized the execution of this agreement.

IN WITNESS WHEREOF, the City of Orrville has hereunto set their hands, this _____ day of _____, 2011.

Witnessed:

_____

_____

Township Trustees of Baughman

By_____

By_____

By_____

Witnessed:

_____

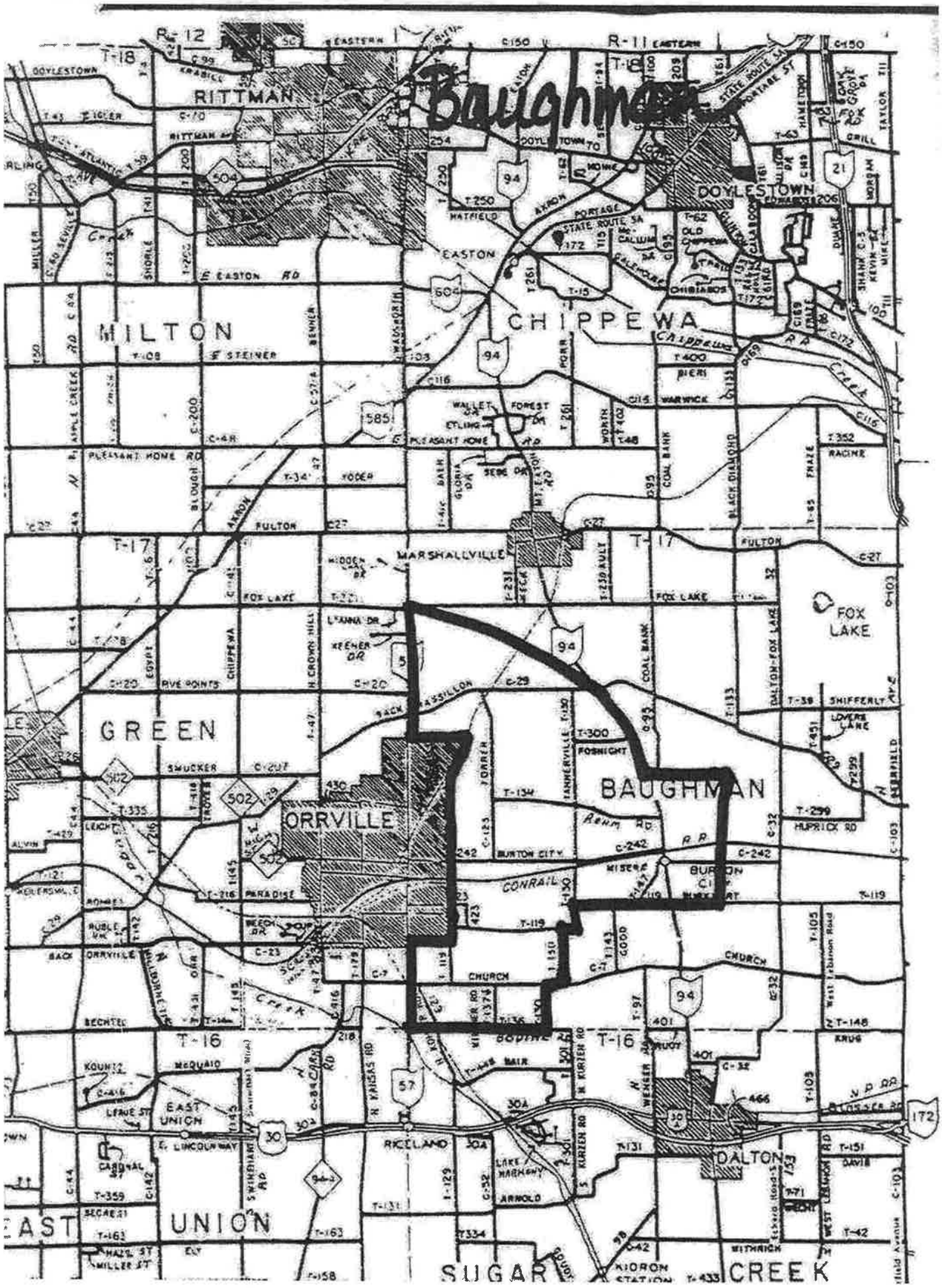
_____

The City of Orrville, Ohio

By_____
Safety-Service Director

APPROVED AS TO FORM:

_____
Law Director


Baughman
R-12
R-11
T-18
T-16
T-17
RITTMAN
DOYLESTOWN
EASTON
MILTON
CHIPPEWA
MARSHALLVILLE
FOX LAKE
GREEN
ORRVILLE
BAUGHMAN
EAST UNION
DALTON
SUGAR CREEK
Chippewa Creek
Apple Creek
Killbuck Creek
Conrail
Wheeling & Lake Erie R.R.
Pennsylvania R.R.
Portage
Fulton
Church
Pleasant Home Rd.
E. Easton Rd.
Rittman Ave.
Doylestown
Marshallville
Fox Lake
Orrville
Burton City
Burton
Dalton
Riceland
East Union
Sugar Creek
Wooster
Akron
Canton
Cleveland
Mansfield
Millersburg
Apple Creek
Smithville
Creston
Shreve
Lodi
Medina
Ashland
Norwalk
Fredericksburg
Loudonville
Ashland
Wayne
Holmes
Stark
Summit
Medina
Ashland
Wayne
Holmes
Stark
Summit
Medina
Ashland
Wayne
Holmes
Stark
Summit
Medina

CONTRACT

This Contract entered into at Orrville, Ohio, by and between the City of Orrville, Ohio, a Municipal Corporation organized under the laws of the State of Ohio, hereinafter called "Orrville" and the Trustees of Sugar Creek Township, Wayne County, Ohio, hereinafter "Sugar Creek", witnesseth:

WHEREAS, Orrville has personnel and equipment for the purpose of fighting fires and rendering emergency medical services in case of emergencies, and

WHEREAS, Sugar Creek desires to avail themselves of the services which Orrville has for the area of Sugar Creek Township, and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Orrville hereby agrees to render fire fighting services and emergency medical services by the Orrville Fire Department when such services are needed within the portion of Sugar Creek Township set forth on the attached map marked "Exhibit A" and made a part hereof as though fully rewritten herein.

2. Such services shall be rendered when a request is made to the City of Orrville to do so.

3. Orrville further agrees to render fire fighting and emergency medical services through the Orrville Fire Department to the balance of Sugar Creek Township in the form of mutual aid when called upon to do so. However, before any mutual aid is rendered by the Orrville Fire Department or Emergency Medical, authorization to do so must be given by the Fire Chief, or in his absence, by his next in command.

4. The parties hereby recognize that Orrville has mutual aid and other contractual agreements with the Townships of East Union, Baughman, and Central Fire District; and consequently services shall not be rendered to Sugar Creek Township if Orrville's equipment and personnel are being used to render services within Orrville's corporation limits or to the Townships of East Union, Baughman, and/or Central Fire District. In addition such services shall render only over such roads as are passable.

5. When services are rendered pursuant to paragraph 1 hereof, Sugar Creek hereby agrees to pay to Orrville quarterly, after being billed therefore, the sum of Four Hundred Seventy-five Dollars ($475.00) per hour for the first hour that the Orrville Fire Department is present at a fire on behalf of the call of Sugar Creek. When it is apparent as solely determined by Orrville that the fire is major and will require service beyond the first hour, the Orrville Fire Department will notify the Kidron Fire Department to respond also. After Kidron Fire Department has assumed command of the fire, the Orrville Fire Department will be relieved from the scene by Kidron. Sugar Creek Township will then be billed the first hour at the hourly rate and for any additional hours or portions thereof at the same rate of Four Hundred Seventy-five Dollars ($475.00) per hour. The time shall be calculated by using the time of dispatch and the time the department clears the air to the dispatcher or is assigned by the dispatcher to another call.

6. When services are rendered pursuant to paragraph 1 hereof for emergency medical services, Orrville will bill the recipient of such services an amount equal to the amount charged to City of Orrville residents for such service. If said amount is not paid within 60 days of the billing date, Sugar Creek shall pay Orrville the sum of the difference between Three Hundred Dollars ($300.00) and the amount paid. If Orrville subsequently receives payment from the recipient, they shall return to Sugar Creek the amount received or Three Hundred Dollars ($300.00), whichever is less.

7. An Emergency Medical response by Orrville pursuant to paragraph 1 hereof, shall be made only after an attempt has been made to dispatch private ambulance services, unless it is determined by the Dispatcher as follows: the response is for a serious vehicular, industrial, or agricultural accident where special equipment or additional manpower may be needed, or for a heart attack victim, or when private ambulance services are unavailable or are on the scene and require assistance.

8. This Contract shall be and continue in full force and effect for a period of two (2) years beginning January 1, 2012, unless terminated by either party at an earlier date by such party giving to the other party thirty (30) days notice in writing of its intention to terminate this contract.

9. The Council of the City of Orrville has by Sections 139.02 and 139.03 of the Codified Ordinances of the City of Orrville and by Resolution No. _____ authorized the Safety-Service Director of Orrville to enter into agreements for mutual aid and for additional fire and emergency medical services with cities, villages and townships within Wayne County, Ohio.

IN WITNESS WHEREOF, the Trustees of Sugar Creek Township have on the _____ _____ day of _____, 2011, authorized the execution of this agreement.

IN WITNESS WHEREOF, the City of Orrville has hereunto set their hands this _____ day of _____, 2011.

Witnessed:

_____

_____

Township Trustees of Sugar Creek

By _____

By _____

By _____

Witnessed:

_____

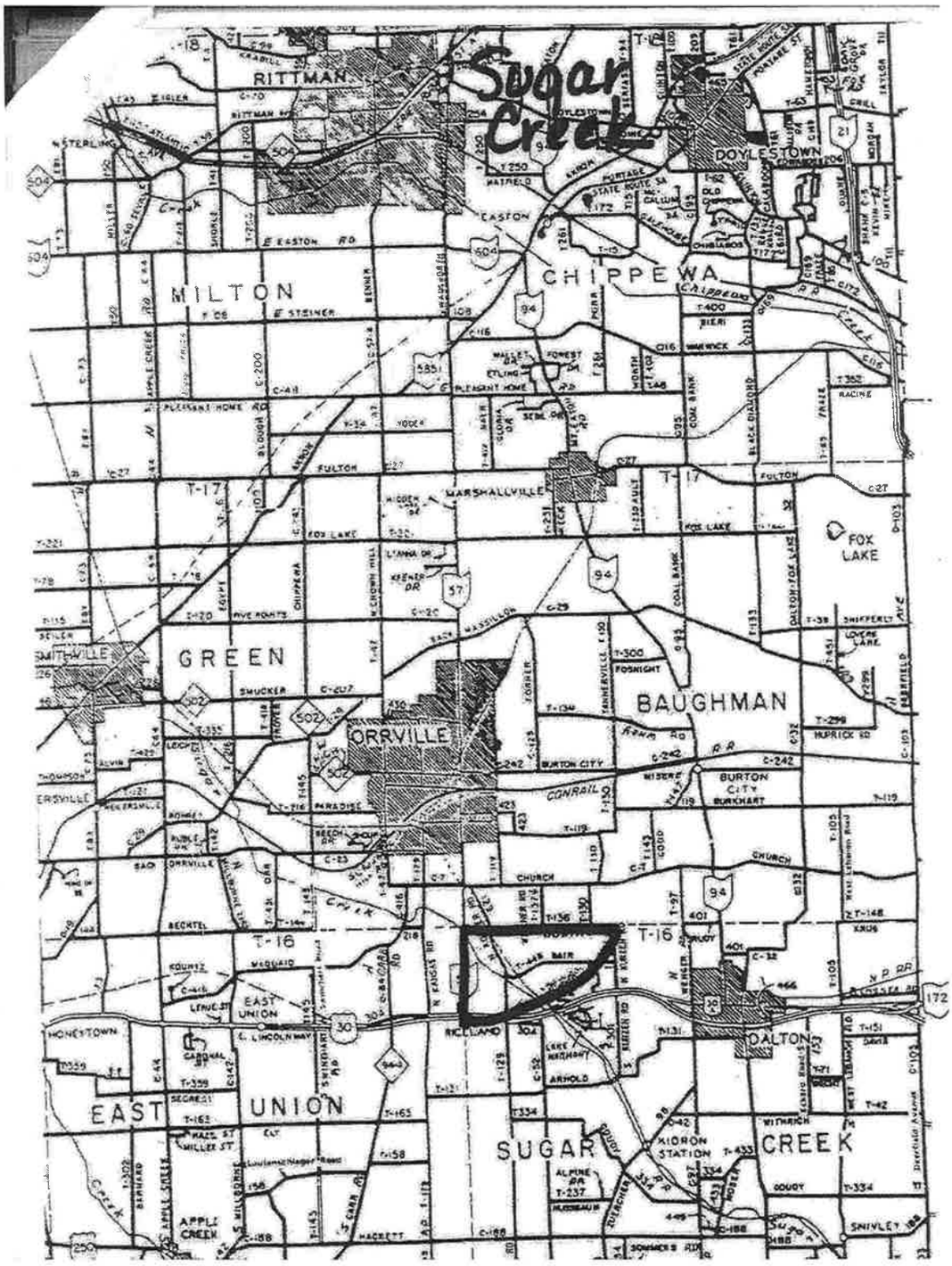
_____

The City of Orrville, Ohio

By _____
Safety-Service Director

APPROVED AS TO FORM:

_____
Law Director


Sugar Creek
RITTMAN
DOYLESTOWN
EASTON
MILTON
CHIPPEWA
MARSHALLVILLE
FOX LAKE
GREEN
SMITHVILLE
ORRVILLE
BAUGHMAN
BURTON CITY
EAST UNION
RICHLAND
DALTON
SUGAR CREEK
KIDRON STATION
APPLE CREEK
T-16
T-17

CONTRACT

This Contract entered into at Orrville, Ohio, by and between the City of Orrville, Ohio, a Municipal Corporation organized under the laws of the State of Ohio, hereinafter called "Orrville", and the Central Fire District, Wayne County, Ohio, hereinafter called "Central", witnesseth:

WHEREAS, Orrville has personnel and equipment for the purpose of fighting fires and rendering emergency medical services in case of emergencies, and

WHEREAS, Central desires to avail themselves of the services which Orrville has for the area of Central Fire District, and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Orrville hereby agrees to render fire fighting services and emergency medical services by the Orrville Fire Department when such services are needed within the portion of Central Fire District set forth on the attached map marked "Exhibit A" and made a part hereof as though fully rewritten herein.

2. Such services shall be rendered when a request is made to the City of Orrville to do so.

3. Orrville further agrees to render fire fighting and emergency medical services through the Orrville Fire Department to the balance of Central Fire District in the form of mutual aid when called upon to do so. However, before any mutual aid is rendered by the Orrville Fire Department, authorization to do so must be given by the Fire Chief, or in his absence, by his next in command.

4. The parties hereby recognize that Orrville has mutual aid and other contractual agreements with the Townships of East Union, Baughman, and Sugar Creek; and consequently services shall not be rendered to Central if Orrville's equipment and personnel are being used to render services within Orrville's corporation limits or to the Townships of East Union, Baughman, and/or Sugar Creek. In addition such services shall render only over such roads as are passable.

5. When services are rendered pursuant to paragraph 1 hereof, Central hereby agrees to pay to Orrville quarterly, after being billed therefore, the sum of Four Hundred Seventy-five Dollars ($475.00) per hour that the Orrville Fire Department is present at a fire on behalf of the call of Central.

In the event the Orrville Fire Chief determines that an incident requires less than a full compliment of the Fire Department, e.g., open burning complaints, public service calls, etc., then Central will be billed only for the cost of the actual wages plus fringes of those fire personnel so assigned.

6A. When services are rendered pursuant to paragraph 1 hereof for emergency medical services for non-residents of the Central Fire District, Orrville will bill the recipient of such services an amount equal to the amount charged to City of Orrville residents for such service. If said amount is not paid within 60 days of the billing date, Central shall pay Orrville the sum of the difference between Three Hundred Dollars ($300.00) and the amount paid. If Orrville subsequently receives payment from

the recipient, they shall return to Central the amount received or Three Hundred Dollars ($300.00), whichever is less.

6B. When services are rendered pursuant to paragraph 1 hereof for emergency medical services for residents of the Central Fire District and the recipient of such services is covered by a policy of insurance which pays benefits in relation thereto, Orrville shall first issue an insurance claim for such payment. Central will cooperate with Orrville in processing such claim(s). If Orrville does not receive payment on such claim or receives less than Three Hundred Dollars ($300.00) on such claim within ninety (90) days of filing the claim, Central shall pay to Orrville the difference between Three Hundred Dollars ($300.00) and the amount received by Orrville. If Orrville subsequently receives payment with respect to such services, whether through insurance or directly from the recipient, Orrville shall return to Central the amount received or Three Hundred Dollars ($300.00), whichever is less.

If the recipient of such services is not covered by a policy of insurance which pays benefits in relation to such services, Orrville will directly invoice Central the amount of Three Hundred Dollars ($300.00). If Orrville subsequently receives payment from the recipient of such services, Orrville shall return to Central the amount received or Three Hundred Dollars ($300.00), whichever is less.

6C. In the event the Orrville Fire Chief determines that an incident requires less than a full compliment of the Emergency Medical Squad, e.g., the services of one EMT paramedic only is required for an assist, then Central will be billed only for the cost of the actual wages plus fringes of those EMT personnel so assigned.

7. This Contract shall be and continue in full force and effect for a period of two (2) years beginning January 1, 2012, unless terminated by either party at an earlier date by such party giving to the other party thirty (30) days notice in writing of its intention to terminate this contract.

8. The Council of the City of Orrville has by Sections 139.02 and 139.03 of the Codified Ordinances of the City of Orrville and by Resolution No. _____ authorized the Safety-Service Director of Orrville to enter into agreements for mutual aid and for additional fire and emergency medical services with cities, villages and townships within Wayne County, Ohio.

9. The Central Fire District has on the _____ day of _____, 2011, authorized the execution of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2011.

Witnessed:

_____

_____

CENTRAL FIRE DISTRICT

_____
President

_____
Vice-President

_____
Board Member

Witnessed:

CITY OF ORRVILLE, OHIO

_____

_____

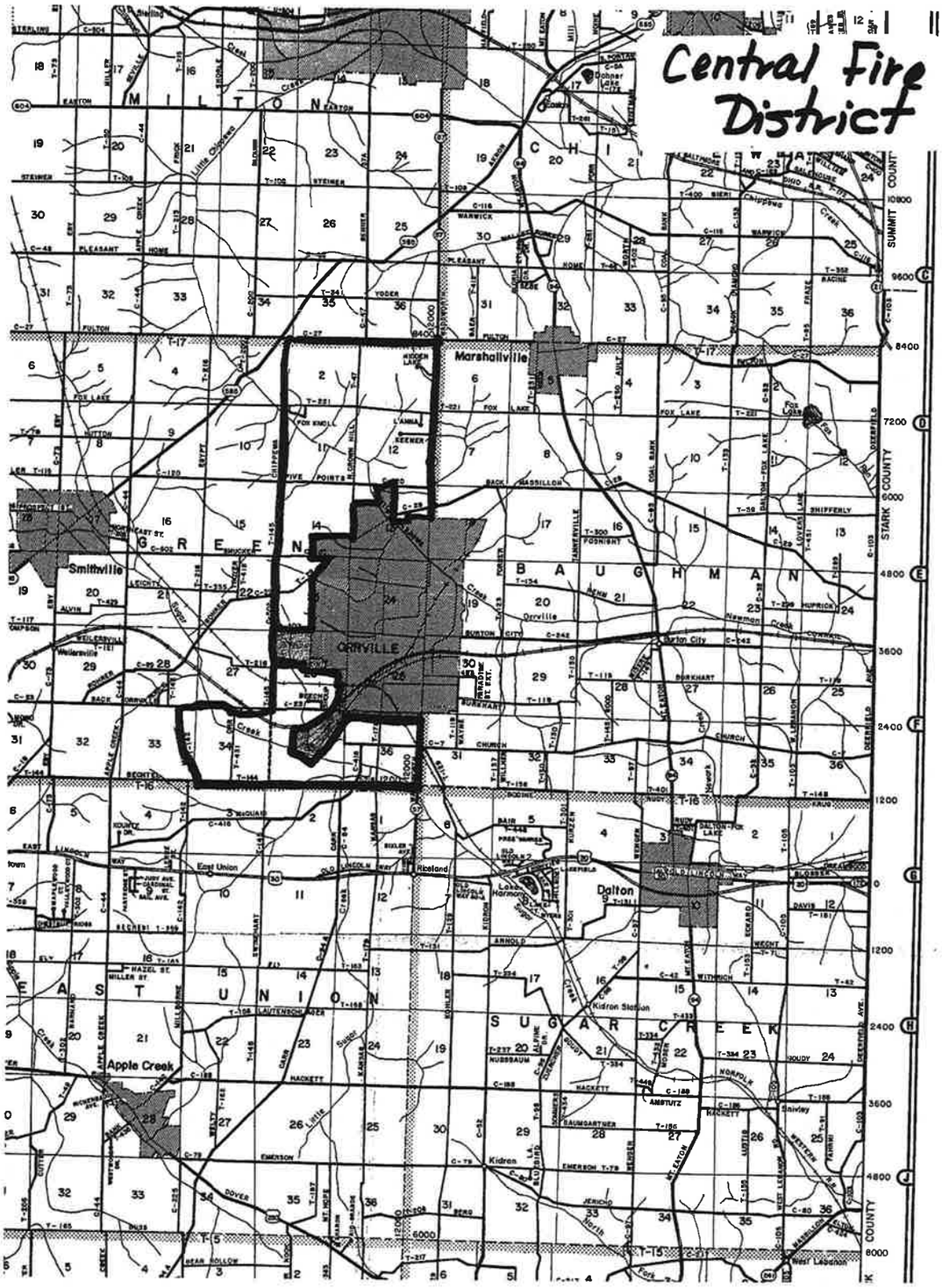
Safety-Service Director

_____

APPROVED AS TO FORM:

_____

Law Director


Central Fire District
ORRVILLE
Smithville
Marshallville
Apple Creek
Dalton
East Union
Kidron
Sugar Creek
Baughman
Green
Milton
Chippewa
STARK COUNTY
SUMMIT COUNTY

CONTRACT

This Contract entered into at Orrville, Ohio by and between the City of Orrville, Ohio, a Municipal Corporation organized under the laws of the State of Ohio, hereinafter called "Orrville" and the Trustees of East Union Township, Wayne County, Ohio, hereinafter called "East Union", witnesseth:

WHEREAS, Orrville has personnel and equipment for the purpose of fighting fires and rendering emergency medical services in case of emergencies, and;

WHEREAS, East Union desires to avail themselves of the services which Orrville has for the area of East Union Township;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth the parties hereby agree as follows:

1. Orrville hereby agrees to render fire fighting services and emergency medical services by the Orrville Fire Department when such services are needed within the portion of East Union Township set forth on the attached map marked "Exhibit A" and made a part hereof as though fully rewritten herein.

2. Such services shall be rendered when a request is made to the City of Orrville to do so.

3. Orrville further agrees to render fire fighting and emergency medical services through the Orrville Fire Department to the balance of East Union Township in the form of mutual aid when called upon to do so. However, before any mutual aid is rendered by the Orrville Fire Department, authorization to do so must be given by the Fire Chief, or in his absence, by his next in command.

4. The parties hereby recognize that Orrville has mutual aid and other contractual agreements with the Trustees of the Township of Baughman, Sugar Creek, and the Central Fire District; and consequently services shall not be rendered to East Union Township if Orrville's equipment and personnel are being used to render services within Orrville's corporation limits or to the Townships of Baughman, Sugar Creek and/or Central Fire District. In addition such services shall be rendered only over such roads as are passable.

5. When services are rendered pursuant to paragraph 1 hereof for firefighting services, East Union hereby agrees to pay Orrville quarterly, after being billed therefore, the sum of Four Hundred Seventy-five Dollars ($475.00) per hour for the first hour that the Orrville Fire Department is present at a fire on behalf of the call of East Union. When it is apparent as solely determined by Orrville that the fire is major and will require service beyond the first hour, the Orrville Fire Department will notify the East Union Township Fire Department to respond also. After East Union Township Fire Department has assumed command of the fire, the Orrville Fire Department will be relieved from the scene by East Union. East Union Township will then be billed the first hour at the first hourly rate and for any additional hours or portions thereof at the same rate of Four Hundred Seventy-five Dollars ($475.00) per hour. The time shall be calculated by using the time of dispatch and the time the department clears the air to the dispatcher or is assigned by the dispatcher to another call.

6. When services are rendered pursuant to paragraph 1 hereof for emergency medical services, Orrville will bill the recipient of such services an amount equal to the amount charged to City of Orrville residents for such service. If said amount is not paid within 60 days of the billing date, East Union shall pay Orrville the sum of the difference between Three Hundred Dollars ($300.00) and the amount paid. If Orrville subsequently receives payment from the recipient, they shall return to East Union the amount received or Three Hundred Dollars ($300.00), whichever is less.

7. An Emergency Medical response by Orrville pursuant to paragraph 1 hereof, shall be made only after an attempt has been made to dispatch private ambulance services, unless it is determined by the Dispatcher: the response is for a serious vehicular, industrial or agricultural accident where special equipment or additional manpower may be needed, or for a heart attack victim, or when private ambulance services are unavailable or are on the scene and require assistance.

8. This contract shall be and continue in full force and effect for a period of two (2) years beginning January 1, 2012, unless terminated by either party at an earlier date by such party giving to the other party thirty (30) days notice in writing of its intention to terminate this contract.

9. The Council of the City of Orrville has by Sections 139.02 and 139.03 of the Codified Ordinances of the City of Orrville and by Resolution No. _____ authorized the Director of Safety and Service of Orrville to enter into agreements for mutual aid and for additional fire and emergency medical services with cities, villages and townships within Wayne County, Ohio.

IN WITNESS WHEREOF, the Trustees of East Union Township have on the _____ day of _____, 2011, authorized the execution of this contract.

IN WITNESS WHEREOF, the City of Orrville has on the _____ day of _____, 2011, authorized the execution of this contract.

Signed in the presence of:

_____

_____

TOWNSHIP TRUSTEES OF EAST UNION

By_____

By_____

By_____

Signed in the presence of:

_____

_____

CITY OF ORRVILLE, OHIO

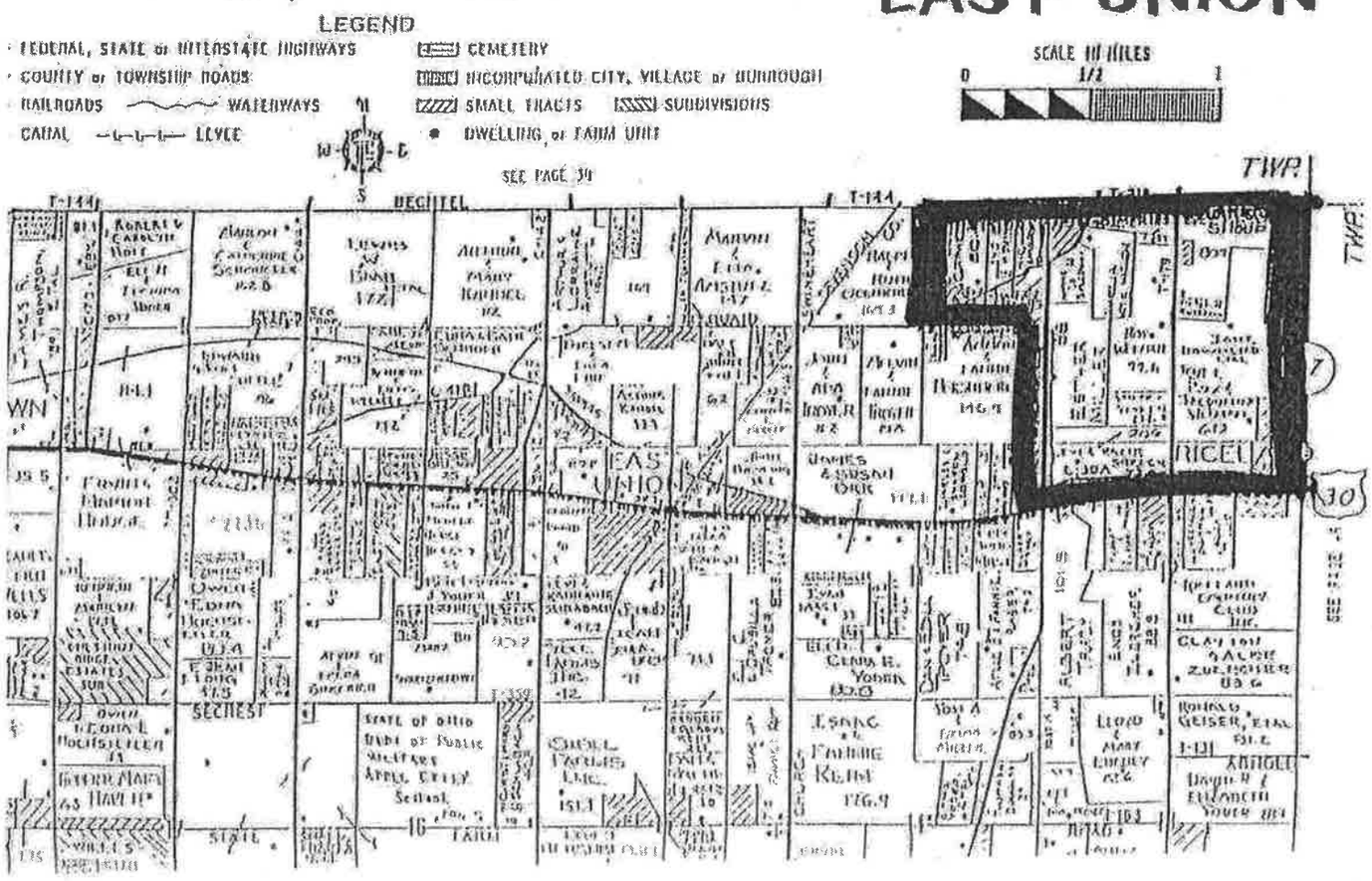
By _____
Safety-Service Director

APPROVED AS TO FORM:

_____
Director of Law

TOWNSHIP 16 RANGE 12

EAST UNION



CONTRACT