



9546 Brandywine Road, Northfield Center Township, Ohio 44067-2408

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TRUSTEES

Brent A. Sommer, Chair

Richard H. Reville, Vice-Chair

Paul G. Buescher

Fiscal Officer

Monica James

ADMINISTRATOR

Samuel J. Ciocco

May 30, 2006
Hand Delivered

Board of Trustees
Sagamore Hills Township
11551 Valley View Road
Sagamore Hills, Ohio 44067-1099

Re: Emergency Services Protection Contract

Dear Sagamore Hills Trustees:

Enclosed is a fully executed original copy of the Emergency Services Protection Contract with Sagamore Hills Township, as approved by Resolution No. 06/05-15a at the Northfield Center Township Regular Trustees Meeting of May 15, 2006.

Please note that attached as **ADDENDUM A** is the Certificate of Benefits from the Ohio Township Association Risk Management Authority, which states that Sagamore Hills Township is an "Additional Party", and accordingly, the sum of \$6,000,000.00 was entered into the second line of page 3 of the Contract.

Please contact the Northfield Center Town Hall if you have any questions, comments, or suggestions on this or any other subject.

Sincerely,

Samuel J. Ciocco
Administrator

cc: Board of Trustees
Fiscal Officer
Fire Chief

**EMERGENCY SERVICES PROTECTION CONTRACT WITH
SAGAMORE HILLS TOWNSHIP BY NORTHFIELD CENTER TOWNSHIP
EFFECTIVE MAY 1, 2006 THROUGH APRIL 30, 2007**

THIS FIRE/EMS CONTRACT.(Hereafter Contract) is made and entered on the date signed by Northfield Center Township as duly authorized by Resolution No. 06/05-15a, enacted on 5/15/2006, with its offices located at 9546 Brandywine Road, Northfield Center, Ohio 44067, and Sagamore Hills Township as duly authorized by Resolution No. 20-06, enacted on 5/8/2006, with its offices located at 11551 Valley View Road, Sagamore Hills, Ohio 44067.

Whereas, Sagamore Hills Township desires to obtain Fire/EMS services, as further described herein, by and through the Township of Northfield Center; and

Whereas, the Township of Northfield Center shall provide Fire/EMS services to the Township of Sagamore Hills, Ohio in accordance with the terms set forth in this Contract.

Therefore, in consideration of the covenants and promises made herein, the parties agree as follows:

1. **Services.** Northfield Center Township shall provide Fire/EMS service to Sagamore Hills Township, as follows:
 - a. Station staff of three (3) Fire/EMS from the hours of 8:00 am until 4:00 p.m. daily;
 - b. Station staff of two (2) Fire/EMS from 4:00 p.m. until 8:00 am daily;
 - c. Part time Assistant Chief or Chief for approximately 30 hrs a week;
 - d. Fire/EMS staff will be scheduled by Northfield Center Township to provide 24 hour service to Sagamore Hill Township;
 - e. The staff will provide equal quality of services of those received in Northfield Center Township; and
 - f. Sagamore Hills will continue to dispatch for Sagamore Hills residents.
2. **Equipment.** Northfield Center Township will supply and maintain an ample amount of equipment and supplies to perform the requirements of the Contract.
3. **Terms:** The term of this Contract is for One Year commencing on May 1, 2006 and will terminate at midnight on April 30, 2007 (Termination Date) unless earlier terminated by agreement set forth in this Contract. This Contract may not be canceled by either party, however, the Contract can be modified to include or delete additional services beyond those provided in Paragraph 1 of this Contract, as agreed by both parties by form of Resolution. The parties agree that Sagamore Hills Township may extend this Contract for successive additional one year periods, with written approval by Northfield Center Township.
4. **Contract:** May be extended by agreement of both parties by the form of

Resolution and 60 days notice or no less than 30 days notice before the Contract termination date.

5. **Payment:** During the Terms of this Agreement, the direct cost are estimated as follows:

- a. This is a "Formula Based Contract" by which Sagamore Hills Township agrees to participate at a rate of 67% of all direct cost of operations;
- b. Northfield Center Township will provide schedule of direct cost on a 3 month cycle for Sagamore Hills' review;
- c. Whereas, Sagamore Hills Township agrees to pay monthly estimated installments with quarterly adjustments due within 30 days of receipt of costs;
- d. The payment will cover all direct expenses to personnel, equipment, supplies, utilities, and any and all other expenses related to the Fire/EMS services as outlined in Paragraph 1 of this Contract;
- e. See schedule "A" for estimated direct costs and monthly payments;
- f. Whereas, Northfield Center Township agrees to participate with Sagamore Hills Township on any financial changes to this Contract with a 30 day notice and acceptance to the additional charge with Resolutions by both Townships;
- g. Northfield Center agrees to exclude Sagamore Hills from any financial obligation resulting from the present lawsuit pending from Robert Derrit; and
- h. Sagamore Hills Township may not seek reimbursement from Northfield Center Township for any previous payments it has made for the addition of personnel under the previous contract between the parties.

6. **Emergency Assignments.** Nothing in this Contract shall preclude Northfield Center Township from temporarily increasing or decreasing staff if an emergency presents itself with requirements for extra staffing. Personnel related matters such as vacation or illness shall solely constitute an emergency for the purpose of this Contract and shall not effect Northfield Center Township's obligation to provide the level of service to Sagamore Hills Township as provided pursuant to this Contract.

7. **Release.** Northfield Center Township will not be liable and is released from any claims, causes of action (including but not limited to negligence), or expenses of any kind or nature which are asserted against Sagamore Hills Township. Sagamore Hills Township acknowledges and understands that that Northfield Center Township's insurance carrier only provides insurance for Northfield Center and Firefighters/EMS personnel within the scope of their employment. Sagamore Hills Township does not waive and shall retain all rights to legal representation from the Summit County Prosecutor's Office in accordance with all laws, but not limited to Ohio Revised Code 309.09. Northfield Center also agrees to have Sagamore

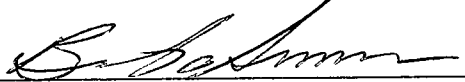
Township named as Additional Insured from its carrier under its policy of liability insurance in an amount of a minimum of \$6,000,000.00 during the term of this Contract and shall provide Sagamore Hills Township with a Certificate of Insurance within five days of the execution of this Agreement by all parties.


8. **Hold Harmless:** Sagamore Hills agrees to hold Northfield Center harmless from any and all liabilities arising from this Contract.
9. **Resident and Non Resident billing:**
 - a. Sagamore Hills and Northfield Center agree to Resident and Non resident billing as described within ORC 505.84, with Northfield Center Township contracting with billing agency;
 - b. Whereas Northfield Center agrees to forward all monies received less any expenses incurred for billing purpose to Sagamore Hills Township on a monthly after receipt from the billing company; and
 - c. Whereas Northfield Center agrees to forward all information to the billing company and Monthly Reports to Sagamore Hills.
10. **National Park.** Sagamore Hills and Northfield Center agree that a unique situation exist in relation to the National Park.
 - a. Both Townships agree not to enter agreement with the National Park without consent of other Township; and
 - b. Northfield Center Township will establish a reasonable procedure with the National Park Service to accomplish reimbursement for services inside the Park boundaries. Sagamore Hills Township will receive reimbursement for inspection service provided to national park within Township limits.
11. **Default:** If Sagamore Hills Township fails to make any payments due hereunder or fails to abide by the terms of this Contract, then Sagamore Hills Township shall be in default. Northfield Center Township shall provide Notice of Default and if Sagamore Hills Township fails to correct such Default within 30 days, then Northfield Center Township may terminate this Contract and all amounts owed as the date of termination shall remain an obligation to Sagamore Hills Township.
12. **Cancelation of Individual Service.** Northfield Center reserves the right to cancel service to any individual or organization after consultation with an approval by Sagamore Hills Township and Legal Counsel:
 - a. For excessive amounts of calls to one location;
 - b. Large volume commercial users; and/or
 - c. Abusive or dangerous situations.
13. **Arbitration.** Any claim or controversy arising out of or relating to this Agreement or the breach or nonperformance of any provision hereof shall be resolved by the submission of such claim or controversy to arbitration; such arbitration shall be governed by the Commercial Arbitration Rules of the

American Arbitration Association in effect at the time that such claim or controversy arises. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.


IN WITNESS WHEREOF, The Trustees of Northfield Center Township have caused their hands to be affixed hereto its Board of Trustees and Fiscal Officer duly authorized this 15 day of May, 2006.

NORTHFIELD CENTER TOWNSHIP


Brent A. Sommer, Trustee/Chair

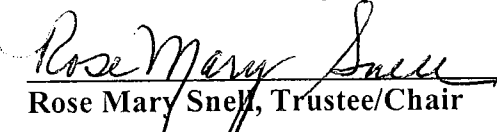

Monica James, Fiscal Officer

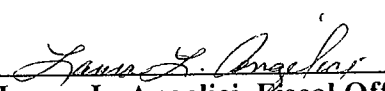

Richard H. Reville, Trustee/Vice-Chair



Paul G. Buescher, Trustee

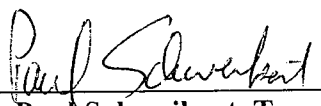
IN WITNESS WHEREOF, The Trustees of Sagamore Hills Township have caused their hands to be affixed hereto its Board of Trustees and Fiscal Officer duly authorized this ~~8th~~ day of ~~April~~, 2006.

SAGAMORE HILLS TOWNSHIP


Rose Mary Snel, Trustee/Chair


Laura L. Angelici, Fiscal Officer


Richard H. Barrett, Trustee/Vice-Chair


Paul Schweikert, Trustee

ADDENDUM A

OHIO TOWNSHIP ASSOCIATION RISK MANAGEMENT AUTHORITY

CERTIFICATE OF BENEFITS

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the benefits afforded by the Legal Defense and Claim Payment Agreement.

NAME & ADDRESS OF MEMBER: Northfield Center Twp, Summit County
9546 Brandywine Road
Northfield Center, OH 44067-2408

This is to certify that the Benefits listed below have been issued to the Member named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the benefit afforded is subject to all of the terms, exclusions and conditions of the Legal Defense and Claim Payment Agreement and the Intergovernmental Contract.

MEMBER NO.	EFFECTIVE	BENEFITS	LIMIT OF BENEFITS
0986	10/25/05	Legal Liability-Third Party Claims	\$6,000,000. Each Occurrence \$0. Deductible
0986	10/25/05	Automobile Liability	\$6,000,000. Each Accident \$0. Deductible

Additional party only with regard to Fire/EMS Contract.

CANCELLATION: Should the above described Legal Benefits and Claim Payment Agreement be canceled or reduced, the OHIO TOWNSHIP ASSOCIATION RISK MANAGEMENT AUTHORITY shall endeavor to mail ten (10) days written notice to the below named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DATE ISSUED: 05/18/2006

ADDITIONAL PARTY:

Sagamore Hills Township, Summit County

11551 Valley View Road

Sagamore Hills, Ohio 44067



(Authorized Representative)

OHIO TOWNSHIP ASSOCIATION RISK MANAGEMENT AUTHORITY

c/o Service Center
315 S. Kalamazoo Mall
Kalamazoo, MI 49007