

**FIRE SERVICES AGREEMENT**  
**BETWEEN THE CITY OF MACEDONIA AND NORTHFIELD CENTER TOWNSHIP**

This agreement ("Agreement") is made and entered into on this 9<sup>th</sup> day of September, 2016, by and between the City of Macedonia, a chartered municipal corporation in the County of Summit, State of Ohio ("City"), in accordance with Ordinance No. 70-2016 passed by City Council on September 8<sup>th</sup>, 2016, and Northfield Center Township, Ohio, a political subdivision in the County of Summit, State of Ohio ("Township"), in accordance with Resolution No. 16/09-07H, passed by the Township Trustees on September 17<sup>th</sup>, 2016, for the purpose of transferring responsibility for providing emergency fire and medical services from the Township to the City through the City's Fire Department. The City and Township are collectively referred to as the "Parties."

WHEREAS, the City maintains a currently-functioning fire department known as the Macedonia Fire Department that provides full-time fire command, fire suppression, and emergency medical services for the City; and

WHEREAS, the City is capable of providing such services to certain third parties upon the addition or expansion of certain infrastructure, personnel, and equipment, including but not limited to the addition of personnel for fire suppression and emergency medical services, a base of operations located within the territorial boundary of such third parties, including the Township, which shall include computers, phone line(s), internet, and other equipment used to provide emergency fire and medical services; and

WHEREAS, the Township desires to enter into a contract for the use of the City's emergency fire and medical services for a 5-year period, beginning September 15, 2016 through September 14, 2021 and is willing to reimburse the City for those services, and to provide or reimburse the City for the cost of adding/expanding certain infrastructure, personnel, and equipment so as to enable the City to provide such services to the Township; and

WHEREAS, the City is willing to make such additions/expansions and provide such services, and accept the amount(s) set forth herein as compensation for those services; and

WHEREAS, the City and the Township intend to provide, through this Agreement, emergency fire and medical services in the Township and the City through a cohesive fire department supporting both communities. To this end, the City and the Township agree that

all equipment owned by either party shall be collectively available to provide emergency fire and medical services in each community; and

WHEREAS, the Township has been a party to the Northfield Center-Sagamore Hills Township Fire District and is entitled to the appropriation of certain infrastructure and equipment of that District; and

WHEREAS, the City and the Township agreed that this contract is the initial step in their mutual interest in discussing a regional/district for emergency fire and medical service between the Parties and neighboring communities.

NOW, THEREFORE, the Parties agree, as follows:

**I. SCOPE OF SERVICES TO BE PROVIDED BY CITY OF MACEDONIA.**

The City will furnish twenty-four (24) hour a day emergency fire command and suppression services, and emergency medical services to the Township with the minimum service to be as follows:

- A. Response to all calls for emergency fire and/or emergency medical service which the Township would otherwise respond to but for this Agreement;
- B. Maintain, at a facility provided by and located in the Township, at least two firefighter-paramedics at all times for emergency fire and/or medical response within the Township;
- C. Provide for personnel for certain existing positions in the Macedonia Fire Department including a fire chief, captain, fire prevention officer, administrative assistant, and five (5) firefighters-paramedics, who shall receive training to maintain any State of Ohio certification levels required to provide the services contemplated by this Agreement;
- D. Provide all existing Macedonia Fire Department equipment including an aerial tower, radio system, jaws of life, breathing air compressor, turn out gear extractor, fire safety trailer, and water rescue boat, with the understanding that the Township will also provide its equipment for the City's use in providing emergency fire and medical services in each community, and any other community contracting for such services from the City; and
- E. Provide certified personnel for annual fire inspections of Township businesses.

The Parties acknowledge and agree that the City will cover the Township's emergency fire and medical service needs based upon call volume and operational need. The Parties agree to mutually work together to best serve residents and businesses and manage call volume. The Parties will have quarterly meetings to review such information and adjust planning. The Township and City agree that in the event there is an increase in call volume of more than twenty percent (20%), which does not include auto-aid calls originating outside of the Township, an addendum may be added to this contract to cover that additional burden for personnel, etc., or the parties will mutually cooperate to reduce the call volume.

The City will assume all responsibility for hiring and training fire (including fire inspection) and medical personal to perform the services contemplated by this Agreement, and will furnish such services in accordance with the City's own policies, regulations, rules and procedures.

The Macedonia Fire Department is a functioning fire department with a full complement of supervisors and support personnel; however, the provision of services under this Agreement will require the hiring of additional support personnel. The annual costs associated with this Agreement will help support these increased staffing costs. While the Parties recognize that the City may be bound by certain contracts and human resource/City rules, including Civil Service rules governing the hiring of fire and medical personnel, and that the City cannot guarantee the hiring of any individual, the City agrees that all qualified applicants with previous Township emergency firefighting and medical response experience will be strongly considered.

The Township agrees that in the event the City expands its emergency fire and/or emergency medical service coverage into an adjoining community, an addendum, rider or other writing may be attached to this Agreement to cover the additional services being rendered. Both the City and Township will cooperate in joining additional communities and regionalizing the provision of emergency fire and medical services.

## **II. RESPONSIBILITY OF NORTHFIELD CENTER TOWNSHIP.**

The Parties acknowledge that, to furnish such services, the City will add or expand certain infrastructure, personnel, and equipment as set forth below. The Parties further acknowledge and agree that the Township will provide or reimburse the City for the cost of adding/expanding such infrastructure and equipment so as to enable the City to provide such

services to the Township as follows:

- A. The Township shall provide one fire engine and one rescue squad to the City;
- B. The Township shall provide standard firefighting equipment to the City including, but not limited to: nozzles and hose, one (1) ventilation fan, two (2) chain saws, one (1) circular saw, one (1) thermal imaging camera, 423 MHz and 800 MHz radios (portable and mobile), hand tools, self-contained breathing apparatuses (minimum of two units), and any other equipment necessary for emergency fire response; turnout gear, and other customary equipment as necessary to provide such services as the parties will determine;
- C. The Township shall provide all equipment and infrastructure allocated to it from the Northfield Center-Sagamore Hills Township Fire District to the City, such equipment and infrastructure being specified in the "Agreement to Finalize Apportionment of Northfield Center-Sagamore Hills Fire District" and the attachment thereto;
- D. The Township shall provide standard medical equipment to the City including, but not limited to, one (1) heart rate monitor (can be provided by the medical control hospital), computers, cell phones, 423 MHz and 800 MHz radios (portable and mobile), equipment bags, a cot system, and any other equipment necessary for emergency medical response and other customary equipment to provide such services as the parties will determine;
- E. The Township shall provide, rent-free, a facility located within the Township, which may be referred to as the "City of Macedonia Fire Department, Northfield Center Division," that is capable of serving as a base of operations for the provision of first-response emergency fire and medical services by the City to the Township. The facility shall comply with all applicable building, zoning and other codes and be suitable for the intended use of this Agreement. The facility shall include phone lines, telephone, wireless internet capable of downloading fire and EMS reports, a computer (including monitor) and software capable of downloading and viewing such reports, interior parking for the fire engine, equipment needed to wash and maintain the fire and medical equipment, an office, a "day room," sleeping quarters for up to three individuals, and bathroom and shower facilities, and any other equipment necessary for providing the services contemplated by this

Agreement;

- F. The Township shall obtain and maintain insurance covering all equipment and infrastructure provided to the City for its use under this Agreement, and shall provide the City verification of said insurance upon request;
- G. The Township agrees to designate one Township Trustee to act as a liaison for the Township to assist the City fire administration on an as-needed basis and as required by the City throughout the transition process and during the initial period of operation, and said Trustee shall continue to act as a liaison for the Township during the term of this Agreement. Said Trustee shall be appointed at the pleasure of the Township's Board of Trustees and may be replaced at any time by the Board of Trustees;
- H. The Parties agree that the Township shall designate the Macedonia Fire Chief or his designee as the Fire Prevention Officer for the Township pursuant to Ohio Revised Code §505.38 during the period of this Agreement or any extension thereof; and
- I. The Parties mutually will provide the other Party copies of records, files, and any information requested and agrees to cooperate in a reasonable manner required for the performance of this Agreement.

The Township acknowledges and agrees it will pay the full cost of such additional/expanded infrastructure and equipment, including the cost of any related maintenance performed or procured by the City. The Township may provide the equipment required under this Agreement by leasing the same from the City, at a reasonable cost to be determined by the Parties, if necessary. All Township equipment and infrastructure provided for the City's use under this Agreement shall be returned to the Township upon Termination of this Agreement.

The Township agrees that the City will provide emergency fire and medical services to the Township consistent with the City's rules, regulations, policies and procedures.

Immediately upon execution of this Agreement, the Township shall certify to the City that the Township currently has the funds available and appropriated to cover the costs of the first year of this Agreement, and the Township Fiscal Officer shall provide such certification to the City at the beginning of each fiscal year thereafter. Immediately upon the Township's finalizing distribution of assets from the Northfield Center-Sagamore Hills Township Fire District, the Township shall certify to the City the infrastructure and

equipment it has received and that the Township has agreed to provide under this Agreement. The Parties will work cooperatively in utilizing such infrastructure and equipment for providing emergency fire and medical services.

The City and the Township shall work together to obtain a current GIS map of the Township with addresses and shall be responsible for keeping the map current.

The Township will be entitled to all billing, less collection fees equal to the rate applied to the City by the third-party administrator, for emergency fire and medical services within the Township during the term of this Agreement, and the Parties will cooperate with all third party collection entities in billing for such services.

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**III. PAYMENT FOR FIRE & MEDICAL SERVICES.**

For the City's provision of these basic emergency fire and medical services to the Township seven (7) days per week, 24-hours per day, the Township shall pay the City as follows:

YEAR	Amounts Charged	Total Due	Payments of
2016	<ul style="list-style-type: none"> <li>• \$ 109,931.48 (fee for emergency fire and medical services 9/15/16 through 12/31/16)</li> </ul>	\$109,931.48	<ul style="list-style-type: none"> <li>• \$54,965.74 (2)</li> </ul>
2017	<ul style="list-style-type: none"> <li>• \$375,000.00 *Plus the additional cost of wage and step increases negotiated through any union representing City Fire Department personnel for remainder of Contract</li> </ul>	\$375,000.00*	<ul style="list-style-type: none"> <li>• \$93,750.00 (4)</li> </ul>
2018	<ul style="list-style-type: none"> <li>• \$375,000.00 *Minimum amount; Parties will mutually review costs on a quarterly basis and will adjust payment for additional amounts compared to the prior year and the additional costs associated with an increase in call volume as outlined in Section I above; Plus the additional cost of wage and step increases negotiated through any union representing City Fire Department personnel for remainder of Contract; Plus the additional costs associated with an increase in call volume on the City's Dispatch Center from the Services rendered under this Agreement.</li> </ul>	\$375,000.00*	<ul style="list-style-type: none"> <li>• \$93,750.00 (4)*/TBD</li> </ul>

2019	<ul style="list-style-type: none"> <li>• <b>\$375,000.00</b>  <b>*Minimum amount; Parties will mutually review costs on a quarterly basis and will adjust payment for additional amounts compared to the prior year and the additional costs associated with an increase in call volume as outlined in Section I above; Plus the additional cost of wage and step increases negotiated through any union representing City Fire Department personnel for remainder of Contract; Plus the additional costs associated with an increase in call volume on the City's Dispatch Center from the Services rendered under this Agreement.</b></li> </ul>	\$375,000.00*	<ul style="list-style-type: none"> <li>• <b>\$93,750.00 (4)*/TBD</b></li> </ul>
2020	<ul style="list-style-type: none"> <li>• <b>\$375,000.00</b>  <b>*Minimum amount; Parties will mutually review costs on a quarterly basis and will adjust payment for additional amounts compared to the prior year and the additional costs associated with an increase in call volume as outlined in Section I above; Plus the additional cost of wage and step increases negotiated through any union representing City Fire Department personnel for remainder of Contract; Plus the additional costs associated with an increase in call volume on the City's Dispatch Center from the Services rendered under this Agreement.</b></li> </ul>	\$375,000.00*	<ul style="list-style-type: none"> <li>• <b>\$93,750.00 (4)*/TBD</b></li> </ul>



2021	<ul style="list-style-type: none"> <li>• <b>\$265,068.52 (minimum fee for emergency fire and medical services 1/1/2021 through 9/14/2021)</b></li> </ul> <p><b>*Minimum amount; Parties will mutually review costs on a quarterly basis and will adjust payment for additional amounts compared to the prior year and the additional costs associated with an increase in call volume as outlined in Section I above; Plus the additional cost of wage and step increases negotiated through any union representing City Fire Department personnel for remainder of Contract; Plus the additional costs associated with an increase in call volume on the City's Dispatch Center from the Services rendered under this Agreement.</b></p>	\$264,041.04*	<ul style="list-style-type: none"> <li>• <b>\$88,013.68 (3)*/TBD</b></li> </ul>
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For the 2016 calendar year, one payment of \$54,965.74 is due to the City immediately upon execution of this Agreement. In addition, for the 2016 calendar year, a second payment of \$54,965.74 is due and payable to the City on or before October 31, 2016 for emergency fire and medical services. For the 2017 and 2018 calendar years, four (4) equal installments as set above are due and payable to the City on or before January 31, April 30, July 31, and October 31 of the year services are being provided. Following the initial two years (2017 and 2018 calendar years) of service, the City will reassess the cost based on service runs, staffing needs, or other pertinent statistics and a revised user fee will be negotiated as set forth above.

**IV. WAIVER**

The Township hereby expressly waives any right, claim, demand or cause of action it may now have, and have in the future against the City and/or any of its officers, officials, employees, agents, representatives, and insurers which arises, or may arise, from the performance of this Agreement by the City, its officers, officials, employees, agents, or representatives. Furthermore, the Township shall indemnify and hold the City harmless from

any such claim by any non-resident or resident of the Township, or any of its officers, officials, employees, agents, representatives, insurers, or any third party that results from any act or omission of the Township or any of its officers, officials or employees.

In the event and to the extent Township cannot indemnify the City, the City and the Township agree that each will be solely and entirely responsible for its own acts, errors, and omissions, and those of its officers, officials, employees, agents, and representatives to the extent legally liable, during the performance of this Agreement. The City does not intend to and should not be construed to waive any defense to liability it may have including, but not limited to, governmental immunity.

#### **V. TERM & TERMINATION**

The Parties shall have the option to renew the Agreement for an additional five (5) years (Renewal Term) at a rate to be mutually agreed to by the Parties. Notice to initiate the Renewal Term can be given by either party, in writing, to the other, no later than one-hundred eighty (180) days before expiration of the initial term.

Either side may terminate this Agreement with one-hundred eighty (180) days written notice. In the event the Township is more than thirty (30) days late with any installment payment, the City may, at its discretion, terminate this Agreement if payment is not made by the Township within sixty (60) days of the Township's receipt of a written notice of non-payment from the City.

In the event this Agreement is terminated and the City lays-off or takes other action resulting in City Fire Department personnel collecting unemployment compensation benefits, the Township shall reimburse the City in an amount equal to the total costs incurred by the City in connection with such unemployment compensation benefits for the initial two (2) Fire Department personnel collecting such benefits. The City shall be responsible and bear the total costs associated with any additional unemployment compensation benefits beyond the initial two (2) Fire Department personnel collecting such benefits.

#### **VI. NOTICES**

All required notices and payments to be made, shall be sent by regular mail, postage prepaid, to the following addresses; or to such other address as either party may designate for such purpose:

To the City of Macedonia:

Mayor Joseph Migliorini  
9691 Valley View Road  
Macedonia, Ohio 44056

To Northfield Center Township:

Northfield Center Township Trustees  
9546 Brandywine Road  
Northfield Center, Ohio 44067

Both the City Director of Law and Township attorney must be simultaneously copied on all notices given under this Agreement.

## **VII. MODIFICATIONS**

By the mutual consent of the City and the Township, this Agreement may be modified whenever such modifications are deemed necessary. Any such modifications to the Agreement shall be by written amendment signed by both Parties.

## **VIII. ENTIRE AGREEMENT**

This document constitutes the full and complete expression of the Agreement between the City and the Township and supersedes any prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement is not intended to modify or supersede any contract for dispatch services between the City and the Township.

This Agreement does not intend to and shall not be construed to create any third-party beneficiaries.

## **IX. ELECTRONIC SIGNATURE/AUTHORITY**

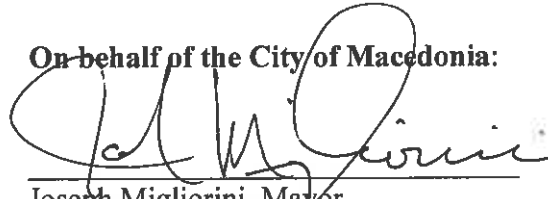
Each party agrees that the other party may conduct transactions under this Agreement by electronic means. The Parties agree that all documents requiring City or Township signatures may be executed by electronic means and that the electronic signatures affixed by the City or the Township to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The Parties agree to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and other applicable laws. Each party acknowledges that the undersigned are authorized to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

Approved as to Form:

  
\_\_\_\_\_  
Mark V. Guidetti, Director of Law  
City of Macedonia

On behalf of the City of Macedonia:

  
\_\_\_\_\_  
Joseph Migliorini, Mayor  
City of Macedonia

Approved as to Form:

\_\_\_\_\_  
Michael P. Harvey, Attorney  
Northfield Center Township

On behalf of Northfield Center Township:

\_\_\_\_\_  
Richard H. Reville, Trustee  
Northfield Center Township

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Paul G. Buescher, Trustee  
Northfield Center Township

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John J. Romanik, Trustee  
Northfield Center Township

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

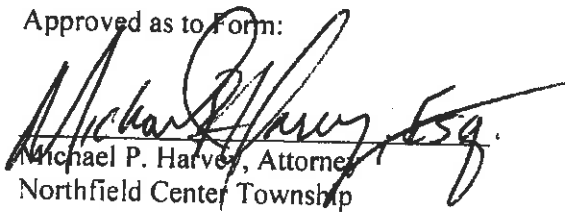
Approved as to Form:

On behalf of the City of Macedonia:

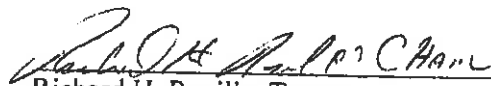
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Mark V. Guidetti, Director of Law  
City of Macedonia


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Joseph Migliorini, Mayor  
City of Macedonia


Approved as to Form:

  
\_\_\_\_\_  
Michael P. Harvey, Attorney  
Northfield Center Township

On behalf of Northfield Center Township:

  
\_\_\_\_\_  
Richard H. Reville, Trustee  
Northfield Center Township

  
\_\_\_\_\_  
Paul G. Buescher, Trustee  
Northfield Center Township

  
\_\_\_\_\_  
John J. Romanik, Trustee  
Northfield Center Township