

## ORDINANCE 21-03-04

### AN ORDINANCE TO AUTHORIZE A CONTRACT TO PROVIDE EMERGENCY MEDICAL SERVICE COVERAGE WITHIN CERTAIN BOUNDARIES OF WASHINGTON TOWNSHIP

WHEREAS, Ohio Revised Code 121.22 authorizes a Township to enter into a contract with another subdivision for the provision of Emergency Medical Services;

And WHEREAS, the Village of Sherwood EMS Department has the capability to cover certain boundaries of Washington Township without diminishing the services provided to the citizens of Sherwood;

And WHEREAS, the Village of Sherwood contracted to provide such services from May 31, 2021, through May 31, 2024;

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SHERWOOD, OHIO, AS FOLLOWS:

The Mayor and the Fire Chief of the Village of Sherwood are hereby authorized to enter into a three-year contract from the period May 31, 2021 through May 31, 2024, to provide Emergency Medical Services coverage to certain boundaries of Washington Township.

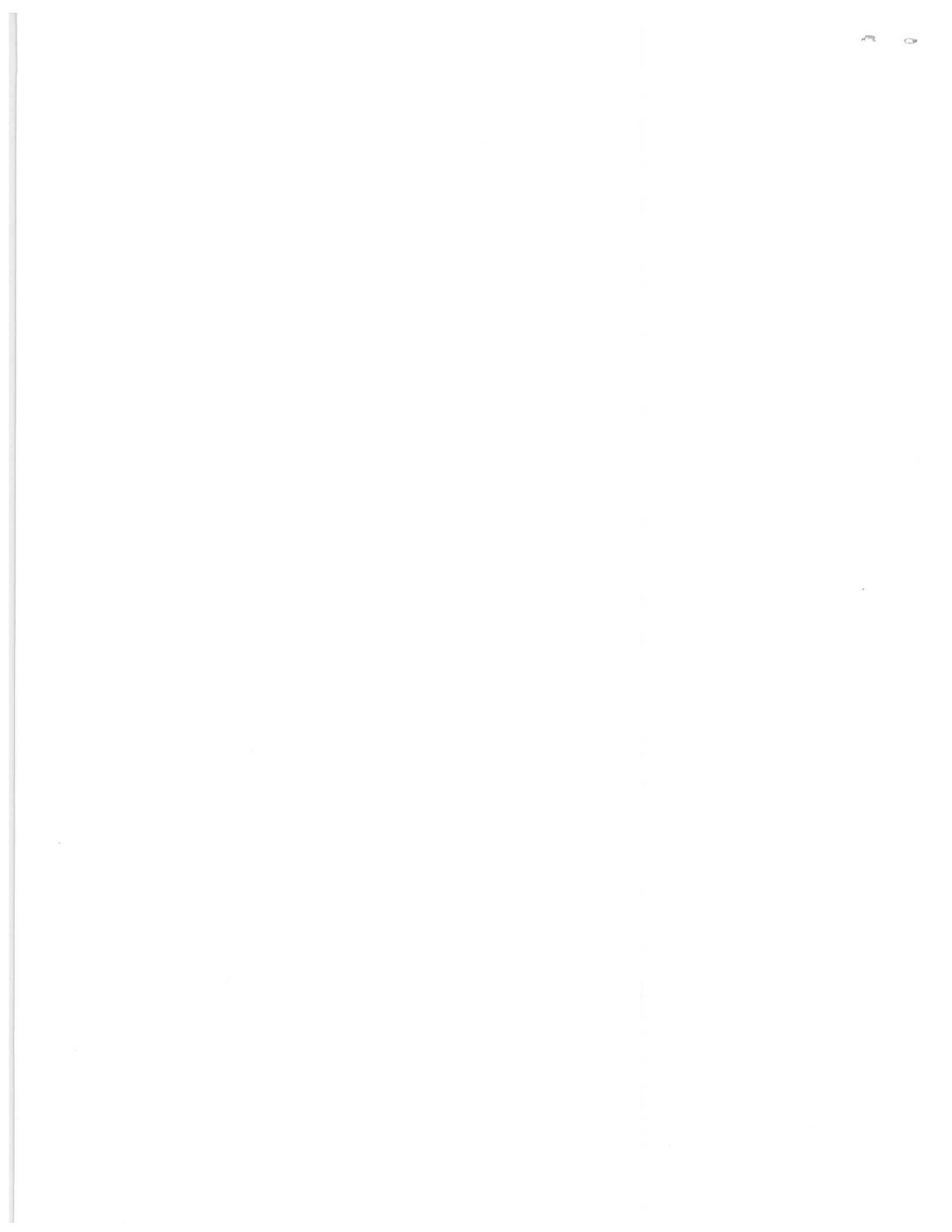
WHEREAS, THIS ORDINANCE shall take effect and be in full force at the earliest period allowed by law.

Passed: 5-17-2021

Attest: Dawn Buskirk  
Dawn Buskirk, Fiscal Officer

Jack Stantz  
Jack Stantz, Mayor

1<sup>st</sup> Reading 3-15-2021  
2<sup>nd</sup> Reading 4-19-2021  
3<sup>rd</sup> Reading 5-17-2021



# **CONTRACT FOR EMERGENCY MEDICAL SERVICE**

**This contract is entered into by and between the Village of Sherwood, Ohio and the Township Trustees of Washington Township, Defiance County, Ohio.**

**WHEREAS**, Washington Township (hereinafter referred to as "Receiving Jurisdiction"), does not have the capacity to provide emergency medical services to its residents; and

**WHEREAS**, the Village of Sherwood, (hereinafter referred to as "Providing Jurisdiction") pursuant to Ohio Revised Code Sections 505.44 and 9.60, is authorized to contract with the Receiving Jurisdiction for the provision of emergency medical service for their Jurisdiction; and

**WHEREAS**, the Providing Jurisdiction is willing to assume this responsibility on a cost-efficient basis.

It is mutually agreed by the parties as follows:

1. *Territory of E.M.S. Service:*

- a. The Village of Sherwood, by and through its regularly organized fire and rescue department, is hereby authorized and shall provide the primary emergency medical service within the following boundaries: in Washington Township south of the centerline of Williams-Defiance County Line Road on the north, east of the centerline of Behnfeldt Road on the west, north of the centerline of Huber Road on the south, and the west centerline of Coy Rd to north centerline of St Rt 249 and west centerline of St Rt 15 to the east. The Village of Sherwood will provide emergency medical service within the aforementioned boundary upon call of one of its inhabitants or officers of said subdivision. The scope of the emergency medical service provided shall be the same as is regularly provided to residents of the Village of Sherwood.

2. *Extent of Duty to Respond:* The aforementioned duty to respond is subject, however, to the primary response obligation that the fire department/emergency medical service of the Providing Jurisdiction have to its citizens and it shall not be a violation of this Agreement for any reason, if in the judgment of the ranking officer in charge of the department, that the department is unable or will be delayed in performing the services pledged under this Agreement. The Providing Jurisdiction shall not be responsible for any loss which may result from failure to respond timely, properly, or at all, to any call for emergency medical service in the Receiving Jurisdiction.

3. *Fees:* It is agreed that the Receiving Jurisdiction will be invoiced monthly for emergency medical service which has been provided by the Providing Jurisdiction. The fee is made up of two parts:

**Part A** – the flat rate fee (fixed charge) of \$300.00 per run, regardless of the number of victims transported per rescue vehicle; and



**Part B** – the flat fee (fixed charge) of \$350 per patient transported (not to exceed 2), or flat fee (fixed charge) of \$110 for response to scene with no transport, or flat fee (fixed charge) of \$50 if responders enroute to firehouse or at the firehouse and the run is cancelled, or flat fee (fixed charge) of \$300 if incident command asks for the EMS squad for stand-by at a fire scene.

Fees shall be paid by the Receiving Jurisdiction within thirty (30) days from the date the statement is received by the Receiving Jurisdiction. Failure to remit payment of said statement could result in termination of the contract Agreement.

Fees charged by the Providing Jurisdiction can be changed no more frequently than every six month anniversary of the effective date of this agreement provided the Providing Jurisdiction give sixty (60) days advance written notice to the Receiving Jurisdiction.

4. **Direct Billing to Patient Users:** The Receiving Jurisdiction authorize the Providing Jurisdiction to bill patient users of the services and collect fees for the use of the services. Billing and collection services may be provided by a third-party billing company. The Providing Jurisdiction shall promptly bill the users the standard fees established from time-to-time by the Providing Jurisdiction that they charge their own residents for emergency medical services. The Providing Jurisdiction shall turn over the collected fees to the Receiving Jurisdiction within thirty (30) days of receipt. Direct payments from a third-party billing company are permitted if agreed upon between the affected parties.
5. **Limitation of Liability:** In rendering the services provided herein, the officers and employees of the Providing Jurisdiction shall be deemed in the scope of their employment. The Providing Jurisdiction shall assume the cost of risks associated with injury to its personnel, and equipment associated with its performance under this Agreement. To the extent permissible pursuant to Ohio law, the Receiving Jurisdiction agree to indemnify and hold harmless the Providing Jurisdiction, their officers, employees, or agents against all claims, suits, costs, losses, and expenses that may be brought against it by residents of the Receiving Jurisdiction to whom service is provided under this Agreement, except those inflicted by the intentional misconduct of the aforementioned employees and officers of the Providing Jurisdiction.
6. **Term of Agreement:** The term for which emergency medical service is to be provided by the Providing Jurisdiction to the Receiving Jurisdiction under this Agreement shall be retroactive from **June 1, 2021** (effective date) for services already provided through **May 31, 2024**. This Agreement can be extended or renewed by the parties but any extension or renewal must be in writing and signed by each affected party.
7. **Right to Terminate:** Each jurisdiction reserves the right to unilaterally terminate the agreement, with or without cause, upon sixty (60) days written notice to the other jurisdiction. This Agreement, or any of its components, may also be terminated or altered, by the mutual written agreement of the parties. Absent express written

agreement by the Providing Jurisdiction, no such termination or alternations shall be construed to limit or release any individual, or the Receiving Jurisdiction from their obligations to pay the full cost of emergency medical services provided by the Providing Jurisdiction prior to the adjustment of the existing Agreement. It is the responsibility of the Receiving Jurisdiction to notify their residents by public means if or when this Agreement has been terminated.

8. Availability of & Retention of Records: Each jurisdiction shall maintain accurate records, report, etc., which sufficiently and properly reflect all costs of any nature incurred by the parties in their performance under this Agreement. Such records shall be made available at all reasonable times for monitoring, audit, and/or review by duly authorized personnel of the Jurisdiction, the State of Ohio, and Federal Government for a minimum of five (5) years after payment under this Agreement or until after a State Audit, whichever occurs earlier.
9. Sound Fiscal Management: The parties shall comply with all appropriate Federal, State, County, and local laws, rules, regulations, resolutions, and ordinances as they pertain to financial management, program compliance, and audit requirements. The parties each agree to accept responsibility for receiving, replaying to, and/or complying with any audit exception by appropriate Federal, State, County, and/or local audit directly related to each party's performance under this Agreement. The Parties agree to indemnify each other for reasons directly attributable to each other including but not limited to the following: any audit expenses that are a result of misuse, improper accounting of funds, and/or substantial errors in the delivery of services for which the other party is responsible.
10. Severability: The parties agree that the invalidity or renegotiation of any provision of this Agreement shall not affect the other provisions and that the renegotiation of any provisions to this Agreement shall not result in or require reexamination of the remainder of the terms of this Agreement, and the remainder of this Agreement will still be enforceable under law.
11. Interpretation: No provision of this Agreement must be constructed against or interpreted to the disadvantage of either party having, or being deemed to have, structured or dictated the provisions, the parties acknowledging that both the parties have jointly participated in the negotiation, drafting, and preparations of this Agreement.
12. Independent Contractor Status: No principal-agent or employer-employee relationship is created by this Agreement. Therefore, the Providing Jurisdiction, and their agents or employees, are not eligible for any benefits from the Receiving Jurisdiction, including by not limited to PERS, vacation, sick leave, health insurance, life insurance, workers compensation, unemployment compensations, social security insurance, or other forms of retirement benefits, or other insurance coverage if desired, etc., based upon the foregoing status of the Providing Jurisdiction as independent contractors.



Likewise, the Providing Jurisdiction shall be responsible for all Federal, State, County, City, and other local taxes incurred by their agents or employees, as a result of this Agreement.

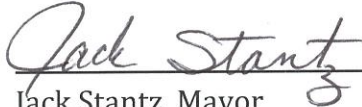
13. Contract Governed by Law of State of Ohio: The parties agree that it is their intention and covenant that this Agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Ohio and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
14. Equal Opportunity Act Compliance: The parties agree that pursuant to Title VI of the civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, and where applicable, the Omnibus Budget Reconciliation Act of 1981: "No person in the United States shall, on the ground of *race, sex, national origin, handicap, age, religion, or color*, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service, activity, or benefit advocated, authorized or provided by this Department."
15. Waiver: Waiver of one breach of a term, condition, or covenant of this Agreement by any party to this Agreement shall be limited to the particular instance and shall not be construed as a waiver of any past or future breach of the same or other terms, conditions, or covenants.
16. Notices: Except where otherwise required by statute, all notices given which relate to the provisions of this Agreement shall be in writing, addressed to the party to whom the notice is given, and sent by registered or certified mail to their respective mailing address.
17. Assignment: This Agreement may not be assigned by any party or by operation of law to any other person, firm, or entity without the express written approval of the other party.
18. Amendments: This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each party.
19. Authority to Enter Agreement: It is understood and agreed by the political entities on whose behalf this Agreement is executed, that the signatories to the Agreement have been duly authorized to execute this Agreement on behalf of their political entities, in accordance with applicable statutory procedures; and, that the parties hereby waive any challenge or defense to the validity of this Agreement based on lack of capacity, or irregularity in the procedures surrounding its execution.

20. Time of the Essence: Time is of the essence in this Agreement.


21. Final Agreement: This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement unless expressly referred to here. Only a further writing that is duly executed by the parties may modify this Agreement.

WITH FULL INTENT OT BE BOUND, THE RESPECTIVE POLITICAL ENTITIES HAVE  
CAUSED THIS AGREEMENT TO BE EXECUTED.

**VILLAGE OF SHERWOOD, OHIO**

  
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Jack Stantz, Mayor


The foregoing was entered into pursuant to an Ordinance duly passed at a public meeting  
held in conformity with RC 121.22 on 5-17-, 2021.  
May 17


  
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Dawn Buskirk, Fiscal Officer

**BOARD OF TRUSTEES OF WASHINGTON TOWNSHIP**

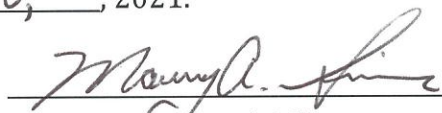
  
\_\_\_\_\_  
Gary Crites, Trustee

  
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Errick Retcher, Trustee

  
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John Grine, Trustee

Approved as to form: 5/13/21  
  
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Prosecuting Attorney, chief Ass't  
Defiance County Prosecutor's Office

The foregoing was entered into pursuant to a Resolution duly passed at a public meeting  
held in conformity with RC 121.22 on May 10,, 2021.

  
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Maury Sims, Fiscal Officer