

ORDINANCE NO. 2012-30

INTRODUCED BY: Mayor Rinker and Council as a Whole

**AN EMERGENCY ORDINANCE  
AUTHORIZING AN AGREEMENT WITH GATES MILLS  
FOR AMBULANCE AND EMS SERVICES  
FOR CALENDAR YEARS 2013, 2014 AND 2015.**

WHEREAS, MAYFIELD VILLAGE and GATES MILLS are both municipal corporations established pursuant to the Constitution and the laws of the State of Ohio; and

WHEREAS, Section 9.60 of the Ohio Revised Code provides that municipal corporations may contract with each other for fire protection services, including but not limited to ambulance and emergency medical service; and

WHEREAS, in 1986, MAYFIELD VILLAGE entered into an agreement with GATES MILLS whereby MAYFIELD VILLAGE provided EMS services to GATES MILLS in exchange for GATES MILLS providing jail facilities to MAYFIELD VILLAGE; and

WHEREAS, that agreement was terminated pursuant to Ordinance No. 2009-18; and

WHEREAS, at that time the Mayor and Council of GATES MILLS determined that it was in the best interest of the municipality to contract with MAYFIELD VILLAGE for ambulance and emergency medical services only pursuant to that same Ordinance for calendar year 2009; and

WHEREAS, thereafter the Mayor and Council of Gates Mills determined that it was in the best interest of their municipality to continue such services and the communities entered into an agreement for ambulance and EMS services to be provided in calendar years 2010, 2011 and 2012.

WHEREAS, that Agreement is due to expire as of December 31, 2012; and

WHEREAS, they wish to enter into a new agreement for ambulance and EMS services to be provided in calendar years 2013, 2014, and 2015.

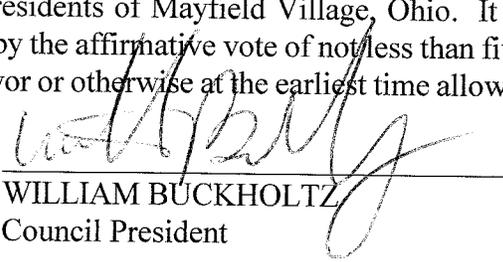
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Mayor is authorized and directed to enter into an Agreement between Gates Mills and Mayfield Village whereby Mayfield Village will provide ambulance and EMS

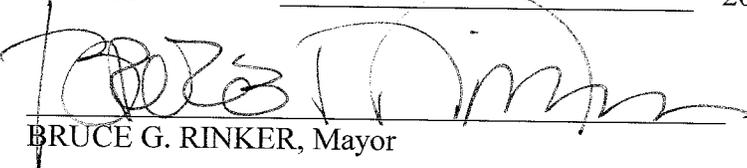
service to Gates Mills pursuant to the terms and conditions set forth in the Agreement which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

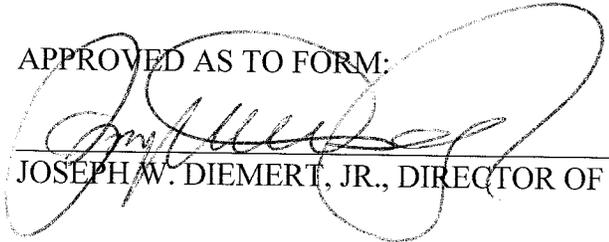
SECTION 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the health, safety and welfare of the residents of Mayfield Village, Ohio. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

  
WILLIAM BUCKHOLTZ  
Council President

|                 |                     |      |
|-----------------|---------------------|------|
| First Reading:  | <u>November 19,</u> | 2012 |
| Second Reading: | <u>Suspended</u>    | 2012 |
| Third Reading:  | <u>Suspended</u>    | 2012 |
| PASSED:         | <u>November 19,</u> | 2012 |

  
BRUCE G. RINKER, Mayor

APPROVED AS TO FORM:

  
JOSEPH W. DIEMERT, JR., DIRECTOR OF LAW

ATTEST:   
MARY E. BETSA, Clerk of Council

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between MAYFIELD VILLAGE, an Ohio municipal corporation, 6622 Wilson Mills Road, Mayfield Village, Ohio 44143, (hereinafter "Mayfield Village"), in accordance with Ordinance No. 30 -2012, passed by the Council of Mayfield Village on November 19, , 2012, and the VILLAGE OF GATES MILLS, an Ohio municipal corporation, 1470 Chagrin River Road, Gates Mills, Ohio 44040, (hereinafter "Gates Mills"), in accordance with Resolution No. 2012-\_\_\_ passed by the Council of Gates Mills on \_\_\_\_\_, 2012.

WHEREAS, MAYFIELD VILLAGE and GATES MILLS are both municipal corporations established pursuant to the Constitution and the laws of the State of Ohio; and

WHEREAS, Section 9.60 of the Ohio Revised Code provides that municipal corporations may contract with each other for fire protection services, including but not limited to ambulance and emergency medical service; and

WHEREAS, in 2009, MAYFIELD VILLAGE entered into an agreement with GATES MILLS whereby MAYFIELD VILLAGE provided ambulance and EMS services to GATES MILLS for calendar years 2010, 2011, and 2012.

WHEREAS, that said agreement terminates on December 31, 2012; and

WHEREAS, at this time the Mayor and Council of GATES MILLS have determined that it is in the best interest of the municipality to continue to contract with MAYFIELD VILLAGE for ambulance and emergency medical services only; and

WHEREAS, the parties wish to set forth the terms of said agreement hereinafter.

NOW, THEREFORE, it is agreed between the parties as follows:

1) The term of this Agreement shall be for a period of three years commencing January 1, 2013 through December 31, 2015. Either party hereto may terminate this agreement by giving written notice to the other party of intention to terminate the contract. Notice shall be given six (6) months prior to the expiration date of the existing contract and shall state with particularity the reason for such termination.

2) MAYFIELD VILLAGE shall furnish emergency medical services in accordance with **the attached provisions** and the Ohio Department of Public Health and Safety, Division of Emergency Medical Services regulations on a twenty-four (24) hour-a-day basis.

3) In consideration of Mayfield Village providing these services to Gates Mills, Gates Mills shall pay Mayfield Village a cost determined as follows:

Exhibit A

## AGREEMENT

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of November, 2012 by and between MAYFIELD VILLAGE, an Ohio municipal corporation, 6622 Wilson Mills Road, Mayfield Village, Ohio 44143, (hereinafter "Mayfield Village"), in accordance with Ordinance No. 30-2012, passed by the Council of Mayfield Village on November 19, 2012, and the VILLAGE OF GATES MILLS, an Ohio municipal corporation, 1470 Chagrin River Road, Gates Mills, Ohio 44040, (hereinafter "Gates Mills"), in accordance with Resolution No. 2012-39 passed by the Council of Gates Mills on November 13, 2012.

WHEREAS, MAYFIELD VILLAGE and GATES MILLS are both municipal corporations established pursuant to the Constitution and the laws of the State of Ohio; and

WHEREAS, Section 9.60 of the Ohio Revised Code provides that municipal corporations may contract with each other for fire protection services, including but not limited to ambulance and emergency medical service; and

WHEREAS, in 2009, MAYFIELD VILLAGE entered into an agreement with GATES MILLS whereby MAYFIELD VILLAGE provided ambulance and EMS services to GATES MILLS for calendar years 2010, 2011, and 2012.

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2) MAYFIELD VILLAGE shall furnish emergency medical services in accordance with **the attached provisions** and the Ohio Department of Public Health and Safety, Division of Emergency Medical Services regulations on a twenty-four (24) hour-a-day basis.

3) In consideration of Mayfield Village providing these services to Gates Mills, Gates Mills shall pay Mayfield Village a cost determined as follows:

(A) Beginning January 1, 2013 through December 31, 2015, the sum of \$1,250.00 per run. Notwithstanding the number of runs during a calendar year period, Gates Mills shall pay Mayfield Village a minimum annual charge of \$125,000.00 and a maximum annual charge of \$175,000.00. At the end of each calendar year, Mayfield Village and Gates Mills agree that an adjustment in payments made by Gates Mills to Mayfield Village will be made to correspond to the provisions set forth in this paragraph.

(B) The purchase of additional or replacement equipment or other capital expenditures will be contributed to by Gates Mills based upon its proportionate share, the details of which will be discussed prior to the time such equipment is needed.

Gates Mills agrees and is obligated to pay Mayfield Village for all services rendered under this agreement, on a quarterly basis, within thirty (30) days after invoice is received.

4) Mayfield Village, through its agreement with Life Force, shall bill for ambulance services provided to Gates Mills residents and for ambulance services provided within Gates Mills to non-Gates Mills residents. All funds will come to Mayfield Village under the Life Force Agreement and no actual funds will be delivered to Gates Mills. Mayfield Village shall issue a credit to Gates Mills for monies owed reflecting payments received by Mayfield Village from Life Force. The credit issued to Gates Mills by Mayfield Village will be net of any administrative fee paid by Mayfield Village to Life Force for services rendered under the Billing Services Agreement for collection on Gates Mills runs.

5) Mayfield Village shall hold harmless Gates Mills against all liability, judgments, costs, damages and expenses arising out of all claims of every nature and description whatsoever, to which Gates Mills 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 Mayfield Village, its agents, servants, or employees. Without limiting the generality of the foregoing, such indemnification shall include the reasonable cost of attorney fees to Gates Mills, by attorneys reasonable and acceptable to Mayfield Village and/or its insurance carrier in defending against any such claims, whether the defense is successful or unsuccessful.

Mayfield Village shall maintain the insurance hereinafter described in force and effect during the term of this agreement. Such insurance shall protect Mayfield Village from liability and claims for damages for bodily injury, including wrongful death, and for damaged property caused by any action of Mayfield Village, 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 of \$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 of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate
- D. Blanket Catastrophe Excess Liability (Umbrella Insurance) (Umbrella Policy to be in excess/following form over A & B above) of \$3,000,000 Each Occurrence and \$3,000,000 Annual Aggregate
- E. Certificate of Premium Payment from the State of Ohio – The Industrial Commission and Bureau of Workers’ 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. Gates Mills shall be furnished with a Certificate of Insurance evidencing coverage in compliance with the requirements hereof. Gates Mills shall be named as an additional Insured in all required insurance coverage, and shall be provided, in advance with thirty days written notice of any cancellation or material change of coverage.

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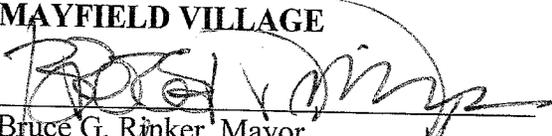
6) GATES MILLS expressly waives any right, claim, demand or cause of action it may now have, or have in the future, against MAYFIELD VILLAGE, and/or any of its officers, employees or agents, which arise or may arise, from the performance of this Agreement by MAYFIELD VILLAGE, its officers, employees or agents. Furthermore, GATES MILLS shall indemnify and hold MAYFIELD VILLAGE harmless from any such claim by any non-resident or resident of GATES MILLS or any of its officers, employees or agents, or any third party.

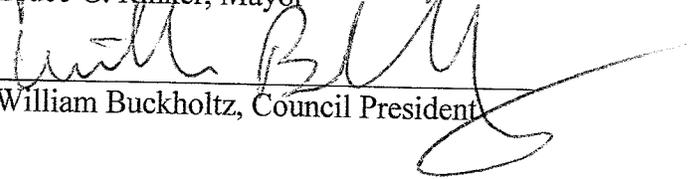
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IN WITNESS WHEREOF, the parties have set their hands upon this Agreement as of the date and year first set forth above which shall be the effective date of the Agreement.

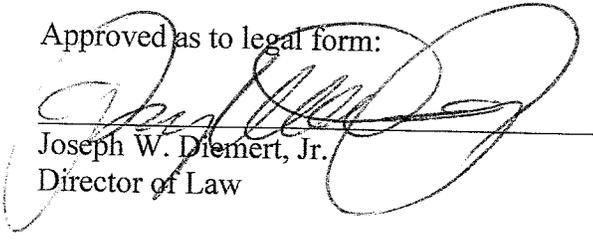
**MAYFIELD VILLAGE**

By:

  
\_\_\_\_\_  
Bruce G. Rinker, Mayor

  
\_\_\_\_\_  
William Buckholtz, Council President

Approved as to legal form:

  
\_\_\_\_\_  
Joseph W. Diemert, Jr.  
Director of Law

**VILLAGE OF GATES MILLS**

By:

\_\_\_\_\_  
Shawn M. Riley, Mayor

\_\_\_\_\_  
Beth DeCapite, Clerk

Approved as to legal form:

\_\_\_\_\_  
Charles T. Riehl  
Director of Law

**MAYFIELD VILLAGE**

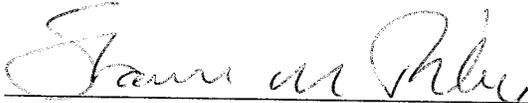
By: \_\_\_\_\_  
Bruce G. Rinker, Mayor

\_\_\_\_\_  
William Buckholtz, Council President

Approved as to legal form:

\_\_\_\_\_  
Joseph W. Diemert, Jr.  
Director of Law

**VILLAGE OF GATES MILLS**

By:   
\_\_\_\_\_  
Shawn M. Riley, Mayor

  
\_\_\_\_\_  
Beth DeCapite, Clerk

Approved as to legal form:

  
\_\_\_\_\_  
Charles T. Riehl  
Director of Law

## Attachments

1. The Mayfield Village Fire Department will respond to a Gates Mills medical emergency with 4 personnel, an advanced life support ambulance and a chase vehicle.  

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2. For injury traffic accidents, the Mayfield Village Fire Department will also respond a Rescue Pumper.  

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3. Paramedic ambulances arrive on the scene within 12 minutes from the time the call is received by the Mayfield Village Fire Department Station. The 12 minute response time is based upon the furthest point in the Village, (area along County Line Road and the southeast Geauga County line.) *Severe weather conditions will play a factor in response times.*  

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4. Provide the latest in emergency medical services (EMS) to the residents of Gates Mills.  

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5. Hold trauma scene times to under 20 minutes 90% of the time.  

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6. Hold heart attack scene times to under 25 minutes 90% of the time.  

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7. Hold stroke (CVA) scene times to under 15 minutes 90% of the time.  

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8. Provide for "back-up" or for additional emergency medical services when Mayfield Village Fire Department is unavailable. *It is understood by both parties that response times for additional resources may be greater than 12 minutes.*  

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9. During EMS and/or injury traffic accidents, Mayfield Village Fire Department personnel will provide the Incident Commander (IC) and utilize the Incident Command System per current National Fire Protection Association (NFPA) standards.  

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10. Gates Mills Fire Department personnel will function in a support role within the Incident Command System during injury traffic accidents or when requested to respond to EMS incidents by the Mayfield Village Fire Department Incident Commander.

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11. A copy of the EMS report for responses to Gates Mills Village shall be sent to the Gates Mills Fire Chief monthly. This copy will conform to Health Insurance Portability and Accountability Act (HIPAA) regulations with appropriate information redacted. Included in this report shall be:

- a. Call number
  - b. Name of each person receiving services
  - c. Location of the emergency call
  - d. Date and time of the emergency call
  - e. Brief description of the call (i.e. ambulance, release, or other)
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12. Develop and provide continuing medical education for Mayfield Village Paramedics, EMT's, and Gates Mills Fire Department personnel who wish to attend continuing medical education training.

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13. Review all medical records for compliance with medical protocols and procedures.

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14. Monitor EMS system around the country for trends and make recommendations for improving standards.

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15. Work with medical control (Hillcrest Hospital) for quality assurance of patients.

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16. Currently, both parties (Mayfield Village Fire Department and Gates Mills Fire Department) are under Cleveland Clinic/Hillcrest Hospital medical control with Dr. Donald Spanner serving as Medical Director. If either party changes their medical control or medical director the other party shall be notified in writing within 30 days of such change.

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17. Requests for emergency medical services are received by the Gates Mills Dispatch Center. This information is then directed to Mayfield Village Fire Department Dispatchers via telephone or public safety radio.

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18. Requests for emergency medical services due to a injury traffic accident will be directed to Mayfield Village Fire Department Dispatchers via telephone or public safety radio first and then to Gates Mills Fire Department to assure the most rapid EMS response.

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