

**AN EMERGENCY RESOLUTION
AUTHORIZING THE VILLAGE OF MAYFIELD TO ENTER INTO AN EMERGENCY
SERVICES AGREEMENT WITH THE VILLAGE OF GATES MILLS**

WHEREAS, Mayfield Village and Gates Mills are both municipal corporations established pursuant to the Constitution and 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 services; and

WHEREAS, on October 21, 2015 Mayfield Village entered into an agreement with Gates Mills whereby Mayfield Village provided fire protection services, including ambulance and EMS services to Gates Mills for calendar years 2016, 2017, 2018, 2019, and 2020 which will expire at the end of this year; and

WHEREAS, at this time Mayfield Village and Gates Mills have determined that it is in their best interests to continue their agreement regarding ambulance and emergency medical services and have negotiated updated terms therefor; and

WHEREAS the Council deems it necessary and in the best interest to the health, safety and welfare of all Village residents to enter into an Emergency Services Agreement with Gates Mills.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village to enter into the Emergency Services Agreement and authorizes the Mayor and President of Council to execute the Emergency Services Agreement with Gates Mills in the form attached hereto as **Exhibit A**.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting 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 requirements of Section 121.22 of the Ohio Revised Code.

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

STEPHEN SCHUTT
Council President

First Reading: _____, 2020

Second Reading: _____, 2020

Third Reading: _____, 2020

PASSED: _____, 2020

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST: _____
MARY E. BETSA, MMC
Clerk of Council

EMERGENCY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2020 by and between MAYFIELD VILLAGE, an Ohio municipal corporation located at 6622 Wilson Mills Road, Mayfield Village, Ohio 44143, (hereinafter “Mayfield Village”), in accordance with Resolution No. 2020-___, passed by the Council of Mayfield Village on _____, 2020, and the VILLAGE OF GATES MILLS, an Ohio municipal corporation located at 1470 Chagrin River Road, Gates Mills, Ohio 44040, (hereinafter “Gates Mills”), in accordance with Resolution No. 2020-___, passed by the Council of Gates Mills on _____, 2020.

WHEREAS, Mayfield Village and Gates Mills (the “Parties”) 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 2012, the Parties entered into an agreement whereby Mayfield Village provided ambulance and EMS services to Gates Mills for calendar years 2013, 2014, and 2015; and

WHEREAS, prior to the expiration of that agreement on December 31, 2015, the Parties entered into a subsequent agreement for an additional five-years, covering the period from January 1, 2016 through December 31, 2020; and

WHEREAS, in May of 2018, the Parties entered into an addendum to the current agreement, providing that Mayfield Village would retain all sums collected for ambulance runs in excess of 140 per year; and

WHEREAS, the Parties have determined that it is in their best interests to continue their agreement regarding ambulance and emergency medical services and have negotiated updated terms therefor; and

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

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, 2021 through December 31, 2023. Either party hereto may terminate this agreement by giving a twelve (12) month written notice to the other party of intention to terminate the agreement.

2. Mayfield Village agrees to provide Gates Mills with two (2) one-year renewal options, through December 31, 2024 and December 31, 2025, provided that the terms of such renewals are negotiated and agreed to by the Parties at least six (6) months prior to the expiration of any existing agreement.

3. Mayfield Village shall furnish emergency medical services to Gates Mills on a twenty-four (24) hour-a-day basis in accordance with the Ohio Department of Public Health and Safety, Division of Emergency Medical Services regulations, and following the guidelines set forth in Exhibit A, attached.

4. In consideration of Mayfield Village providing emergency services to Gates Mills, Gates Mills agrees to the following payment terms:

(a) The sum of Two Thousand Dollars (\$2,000.00) per ambulance run. This run charge will apply whether or not the run results in patient transport to a hospital. There will be no charge for calls cancelled prior to emergency personnel leaving the Fire Station, however, a Two Hundred Fifty Dollar (\$250.00) charge will apply to calls cancelled once emergency personnel are en route.

(b) If more than one patient is transported by Mayfield Village as the result of an ambulance run, an additional Two Thousand Dollar (\$2,000.00) charge per additional patient transport will apply.

(c) The cost per ambulance run will increase by three percent (3%) in each year of the agreement. In 2022, the cost per run will be \$2,060.00 and in 2023, the cost per run will be \$2,121.80 with run costs for any renewal option periods to be negotiated at the time.

(d) The sum of Two Hundred Fifty Dollars (\$250.00) for any additional individuals who waive transport and sign a release.

(e) The purchase of additional or replacement equipment or other capital expenditures will be contributed to by Gates Mills based upon their proportionate share, the details of which will be discussed at the time they are needed.

(f) Gates Mills agrees and is obligated to pay Mayfield Village for all services rendered under this agreement, on a quarterly basis, within ninety (90) days after invoice is received.

5. 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.

6. 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.

7. 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:

- Bodily Injury and Property Damage - \$1,000,000 Combined Single Limit;
- Medical Payments Liability Limits of \$5,000 Each Person; and
- Uninsured Motorists Insurance Bodily Injury Limits of \$1,000,000 Each Person and \$1,000,000 Each Occurrence. Uninsured Motorists - \$100,000 Limit Each Accident/Underinsured Motorists - \$100,000 Limit Each Accident.

(b) Comprehensive General Liability Insurance, including Professional Liability Medical Malpractice Insurance:

- Bodily Injury Liability Limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate; and
- Completed Operations Liability Limit of \$2,000,000 General Aggregate.

(c) Errors and Omissions Liability Insurance of \$1,000,000 Each Occurrence and \$2,000,000 General 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.

Mayfield Village will furnish Gates Mills 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 (30) days written notice of any cancellation or material change of coverage.

8. 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.

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: _____
Brenda T. Bodnar, Mayor

Stephen Schutt, Council President

Approved as to legal form:

Anthony J. Coyne, Director of Law

VILLAGE OF GATES MILLS

By: _____
Karen Schneider, Mayor

Beth DeCapite, Clerk

Approved as to legal form:

Todd Hunt
Director of Law

Exhibit A

Guidelines for Provision of Emergency Medical Services

Mayfield Village will strive to respond to calls for emergency service in Gates Mills in the same manner and with the same efficiency as calls to assist Mayfield Village residents. The following guidelines indicate best practices in specific situations:

1. The Mayfield Village Fire Department will respond to a Gates Mills medical emergency with a minimum of two (2) personnel, an advanced life support ambulance and, if available, a chase vehicle.
2. For injury traffic accidents, the Mayfield Village Fire Department will also respond a Rescue Pumper if available.
3. Paramedic ambulances will attempt to 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 which may result in a response time of greater than 12 minutes.*
4. Mayfield Village will provide the latest in emergency medical services (EMS) to the residents of Gates Mills.
5. Mayfield Village will strive to achieve the following benchmarks:
 - Hold trauma scene times to under 20 minutes 90% of the time.
 - Hold heart attack scene times to under 25 minutes 90% of the time.
 - Hold stroke (CVA) scene times to under 15 minutes 90% of the time.
6. Mayfield Village will 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.*
7. 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. Upon the arrival of Gates Mills Fire Department personnel and at the discretion and request of the Mayfield Village IC, Incident Command shall be transferred to Gates Mills Fire Department to assume as the Authority Having Jurisdiction.
8. 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 IC. In the event that Incident Command is transferred as described above, Mayfield Village Fire Department personnel will

function in a support role within the Incident Command System for the duration of the incident.

9. A summary of EMS 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 of the emergency call
 - e. Brief description of the call (i.e. ambulance, release, or other)
10. Mayfield Village will host continuing medical education for Mayfield Village Paramedics, EMT's, and Gates Mills Fire Department personnel who wish to attend continuing medical education training.
11. Mayfield Village will review all medical records for compliance with medical protocols and procedures.
12. Mayfield Village will monitor EMS system around the country for trends and make recommendations for improving standards.
13. Mayfield Village will work with medical control (Hillcrest Hospital) for quality assurance of patients.
14. Currently, both the Mayfield Village Fire Department and the Gates Mills Fire Department are under Cleveland Clinic/Hillcrest Hospital medical control. If either party changes their medical control or medical director the other party shall be notified in writing within thirty (30) days of such change.
15. Requests for emergency medical services to Gates Mills are received by the Chagrin Valley Dispatch Center. This information is then directed to Mayfield Village Fire Department Dispatchers via telephone or public safety radio.
16. Requests for emergency medical services due to injuries caused by a traffic accident will be directed to the 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.