

ORDINANCE NO. 2022 -006

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO ENTER INTO A NEW FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE AGREEMENT WITH THE FRANKLIN TOWNSHIP, AND DECLARING AN EMERGENCY.

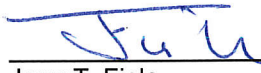
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1. the City Manager, or his designee, and Fire Chief are hereby authorized and directed to enter into a new fire protection and emergency medical service agreement in the form and upon the terms set forth in Exhibit "A" which is attached hereto, incorporated herein by reference and made a part hereof, with the Franklin Township, Ohio for the period beginning July 1, 2021 through June 30, 2028.

SECTION 2. that it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. that this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

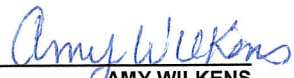
January 19, 2022
PASSED: _____
Date


Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: January 19, 2022
Date

ATTEST: 
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. 2022-006, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON January 19, 2022.

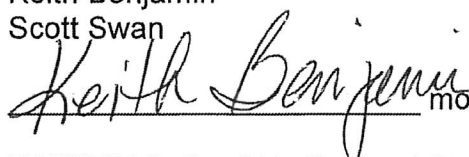

AMY WILKENS
CLERK OF COUNCIL
(SEAL)

**FRANKLIN TOWNSHIP
RESOLUTION 2021-26**

**A RESOLUTION PROVIDING FOR THE CONTRACTING OF FIRE AND
EMERGENCY MEDICAL AND RESCUE SERVICES BETWEEN THE CITY
OF KENT AND FRANKLIN TOWNSHIP**

The Board of Trustees of Franklin Township, Portage County, Ohio met in a regular session on December 14, 2021 at the Township Hall, 218 Gougler Avenue, Kent, Ohio, with the following members present:

Ann Hanna
Keith Benjamin
Scott Swan



moved the adoption of the following resolution:

WHEREAS, the Ohio Revised Code Sections 505.37 and 505.44 authorize townships to provide fire protection services and contract for ambulance services; and

WHEREAS, A contract between the City of Kent and Franklin Township providing for fire and medical protection for Township Residents has been extended from its expiration date of December 31, 2020; and,

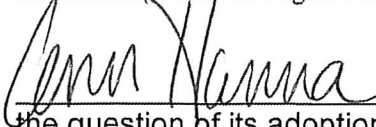
WHEREAS, specifications were prepared and approved by the Board of Trustees and the City of Kent for fire services and emergency medical services for the period July 1, 2021 through June 30, 2028.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF FRANKLIN TOWNSHIP, PORTAGE COUNTY, OHIO:

THAT the Board of Trustees of Franklin Township accepts and enters into a contract with the City of Kent as attached as "exhibit A" for the period July 1, 2021 through June 30, 2028; and

THAT the Franklin Township Fiscal Officer be and is directed to maintain a copy of this resolution in the Township Office for inspection by the public; and

THAT the Board of Trustees finds and determines that all formal actions of this Board concerning and related to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

 seconded the motion and the roll was called on the question of its adoption. The vote was as follows:

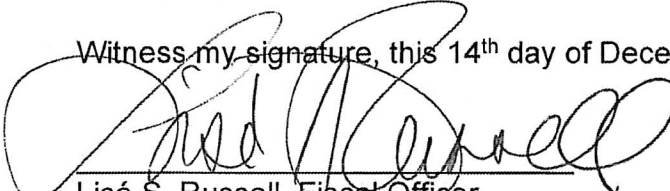
Name	Vote
Ms. Hanna	<u>Yes</u>
Mr. Benjamin	<u>Yes</u>
Mr. Swan	<u>Yes</u>

Adopted December 14, 2021

The State of Ohio, Portage County, ss.

I, Lisé S. Russell, Fiscal Officer of Franklin Township, do hereby certify that the foregoing is taken and copied from the Record of Proceedings of said Township; that the same has been compared by me with the Resolution on said Record and that it is a true and correct copy thereof.

Witness my signature, this 14th day of December, 2021


Lisé S. Russell, Fiscal Officer

AGREEMENT

THIS AGREEMENT entered into this 14th day of December, 2021, by and between the CITY OF KENT, OHIO, hereinafter referred to as the "CITY" and the FRANKLIN TOWNSHIP, OHIO, hereinafter referred to as the "TOWNSHIP," for purposes of contracting for the provision of fire, emergency medical, rescue and **assisting fire inspection services** by the CITY for the TOWNSHIP, and defining the terms and conditions for providing those services.

NOW, THEREFORE, in consideration of the promises of the parties herein, it is mutually agreed as follows:

1. The CITY shall answer all calls concerning fire, rescue and emergency medical related incidents as received from any person in those portions of Franklin Township outside the corporate limits of the City of Kent, Ohio, and the Village of Sugar Bush Knolls, Ohio. In responding to such incidents, the CITY shall make use of CITY Fire Department personnel and equipment as may be necessary and available under the circumstances.
2. This Agreement for fire protection and emergency medical services of the TOWNSHIP by the CITY shall be in force from July 1, 2021, through June 30, 2028.
3. During the period of this agreement, the TOWNSHIP shall make payment for these services which fees shall be calculated by the following process:
 - a. The CITY shall determine an average cost per run based on the currently approved total Fire Department budget divided by the average number of run responses during the previous seven (7) calendar years. The first-year average cost per run is \$1,433.00.
 - (1) The anticipated personnel and operating and capital expenses as defined in the City's budget will be summed, excluding engine reserve and capital building debt funds.
 - (2) The sum determined in item (1) will be divided by the number of service incidents that were responded to by the fire department during the preceding seven (7) calendar years. The resulting figure will be the service rate for the new year, to be applied on monthly billing statements.
 - b. The new rate for the beginning of the service year will not increase more than **\$40.00** per incident in each new service year.
 - c. The CITY will notify the TOWNSHIP of the new rate by March 1st of each calendar year, or as soon as the rate can be calculated after the final City budget has been adopted.
 - d. The TOWNSHIP shall acknowledge and authorize the new rate and return by April 1st, a signed Agreement which shall be considered an addendum to this Agreement.

- e. If the CITY collects monies from ambulance billing for ambulance responses to the TOWNSHIP, the amount charged to the TOWNSHIP will be reduced by the net amount collected. This adjustment shall be calculated into the monthly billing for the previous month's service, but will not include overdue payments which have been transferred to a collection agency.
 - f. In the event of the failure of a levy placed on a future ballot by Franklin Township, to provide the necessary revenues to meet the obligations of this contract, the parties agree to confer to determine the means to adjust the level of service and costs. No adjustments will be considered that are intended to reduce response capabilities in a manner that the Fire Chief determines will impact the safety of the department's personnel.
 - g. The CITY shall provide for telephone answering and fire dispatch communications for the TOWNSHIP (excluding primary E9-1-1 service) via established communication systems.
4. The CITY will be responsible for personal injury and damage to its personnel and equipment, while going to or from and while responding to the TOWNSHIP fire, emergency and other related calls, and shall save said TOWNSHIP free and harmless from any liability by virtue thereof.
 5. The CITY shall be an independent contractor servicing the Township, and as such, pay for CITY personnel withholding and any other taxes, retirement, insurance plans, unemployment compensation, and workers' compensation as may be required by law, but not limited thereto.
 6. The CITY shall have the authority to use any and all current and future TOWNSHIP equipment for fire and emergency medical services. The City shall accept as a donation all current Township equipment for Fire and EMS services.
 7. The TOWNSHIP shall commit to refurbish Ambulance #12-1829 in 2022 using their CARES Act money. No other capital commitments from the TOWNSHIP will be expected during the term of this agreement. Title of said ambulance will also be turned over to the CITY for ownership thereafter.
 8. The CITY shall supply Plan review and fire inspection responsibilities;
 - a. The TOWNSHIP acknowledges that from time to time; it receives plans of new commercial, industrial and sub-division construction for zoning or other inspection or review. The TOWNSHIP agrees it shall provide copies of any and all plans for new construction to the Fire Chief for purposes of planning for necessary fire protection equipment in the new facility, planning for effective fire suppression deployment, and review for fire safety hazards.
 - b. The City further agrees to assist in the review, training and coordination of inspections by a fire inspector hired by the Township, with duties that may be defined in a separate Memo of Understanding between the Township and the Fire Chief.
 - c. The Township may designate the Kent Fire Chief as the Township's Fire Protection Officer for purposes of meeting fire response requirements, which duties shall be defined and limited within the fire inspection Memo of Understanding.

9. NOTIFICATIONS AND REPORTS

- a) The TOWNSHIP shall continue to furnish two (2) current maps whenever they are updated, showing all TOWNSHIP roads and further will promptly notify the City Fire Department of all closed or impassable roads in the TOWNSHIP:
- b) The CITY shall furnish monthly reports of all calls answered or responded to, in the TOWNSHIP not later than 120 days after that month.
- c) The CITY shall furnish a monthly billing activity report of emergency ambulance service.

10. The CITY and the TOWNSHIP do hereby agree that this Agreement is made pursuant to Resolution of the TOWNSHIP and Ordinance of the CITY.

11. The parties further agree that this Agreement supersedes any other Agreement between the parties, replacing an agreement in force from July 1, 2021, through June 30, 2028, and that the terms agreed to in this document will be applied retroactively to July 1, 2021. If the term of this agreement is exceeded and no notice to sever has been issued by one of the parties to the other, the terms of this agreement will continue on a month-to-month basis until a new agreement can be prepared, authorized and executed.


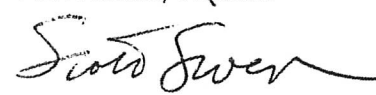

12. Severability. Either party to this agreement may move to sever the agreement by submitting a "notice to sever fire service agreement" in writing to the other party. The severing of the agreement will then take place on the first day of the month, after twenty-four calendar months after the notice is received.

IN WITNESS WHEREOF, the City of Kent, Portage County, Ohio, has caused to affix hereto its corporate name by the City Manager and said Franklin Township, Portage County, Ohio, has caused to be hereunto affixed its corporate name by the Trustees of said Township this 14th day of December, 2021.

Signed in the Presence of:

Jimmy August

For the FRANKLIN TOWNSHIP

By: 
Ann Hanna, Trustee
By: 
Scott Swan, Trustee
By: 
Keith Benjamin, Trustee

For the CITY OF KENT

By: _____
Dave Ruller, City Manager

Approved as to Form:

Hope Jones, Law Director