

RESOLUTION NO. 2018-6

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF TRUSTEES FOR HURON TOWNSHIP TO PROVIDE FIRE PROTECTION AND EMERGENCY SQUAD SERVICES FOR ALL PROPERTY AND RESIDENTS WITHIN HURON TOWNSHIP

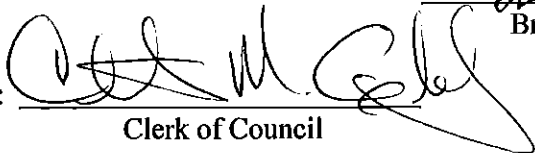
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

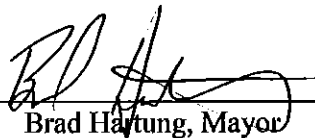
SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into the City/Township Emergency Services Agreement for fire and rescue services to cover the period beginning January 1, 2018 and ending December 31, 2021, which agreement shall be in the form of "Exhibit A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST:


Clerk of Council


Brad Hartung, Mayor

ADOPTED: FEB. 13, 2018

CITY OF HURON/HURON TOWNSHIP
AGREEMENT FOR SERVICES

THIS AGREEMENT is made at Huron, Ohio this 14th day of FEB., 2018, by and between the City of Huron, Ohio, an Ohio Charter Municipality, 417 Main Street, Huron, Erie County, Ohio, [City], and the Board of Trustees of Huron Township, 1820 Bogart Road, Huron, Erie County, Ohio, [Township].

WHEREAS, the City and the Township desire to continue their long term partnership in an effort to provide their residents with fire suppression and emergency medical services; and

WHEREAS, the existing contract for fire protection and emergency squad service was scheduled to expire on December 31, 2017, however the Huron Township Trustees expressed their desire to extend the service agreement for one hundred and twenty days on January 8, 2018.

NOW THEREFORE, in consideration of the mutual promises of the City and the Township, enter into the following Agreement.

1. SERVICES

1.1. The City agrees to provide and furnish fire protection and emergency squad services during the term of this Agreement for all property and residents located within the territorial limits of the Township.

1.2. Such fire protection shall consist of the City providing the facilities of the City Fire Department (hereinafter "Department"), including personnel and equipment, to fight any and all fires occurring within the Township, in the same manner and to the same extent as said Department would fight fires within the corporation limits of the City of Huron.

1.3. Such emergency squad service shall consist of the City providing the facilities of the Department, including personnel and equipment, to respond to all calls for emergency ambulance service within the Township, in the same manner and to the same extent as said Department would respond to emergency ambulance calls within the corporation limits of the City of Huron.

1.4. All calls from Township residents for fire and emergency squad service shall be received by the Department in the same manner as are calls from City residents, and the Chief of the Fire Department shall determine, in his discretion, the deployment of equipment and personnel to respond to calls from Township residents. The Township agrees that neither the City, its legislative body, nor any member of the Fire Department of the City, or any other City employee, jointly or severally, shall be liable to the Township or any of its inhabitants or property owners, for failure to answer any fire call or emergency squad request or for lack of speed for answering such call, other than for gross, willful, or wanton negligence of the City.

1.5. The Township will receive the benefit of twenty-four hour a day, seven day a week manning/operation of Station 2 located in Huron Township in the same or increased fashion as the 2017 Pilot Program.

2. EQUIPMENT

2.1. The Township agrees that the Department shall have the exclusive use of all firefighting equipment now owned or hereafter purchased by the Township during the term of this Agreement. Said Township equipment may be used at the discretion of the Department for any fire or other emergency use with the Township or the City of Huron or in other political subdivisions in which said equipment may be deployed in fulfillment of the City's obligations under mutual aid fire contracts.

2.2. The Parties further agree that the Department shall develop an amortization and equipment replacement program which includes all fire and emergency apparatus and rescue vehicles. Said program shall detail the original acquisition cost, anticipated replacement cost and the existing and future useful life of such equipment. This program shall be utilized from the date of execution of this Agreement forward in the calculation of depreciation as it is applicable to the equipment.

2.3. Upon the termination of this Agreement, the possession of the Township equipment shall be returned to the Township, together with all equipment and improvements permanently affixed thereto by the City.

2.4. The City shall have the right during the term of this contract to add, modify, change or remove any or all equipment, accessories or machinery located on the Township equipment when, in the judgment of the Chief of the Fire Department, or in the absence of a Fire Chief, the Fire Captains shall reserve the right to make the determination, the same is necessary in the best interest of the general public of the City and the Township.

2.5. The City shall have the right to review and approve, prior to acquisition, all capital equipment provided by the Township. Equipment acquired outside of the aforementioned process shall not be included in a schedule of depreciation for purposes of Section 2.7.

2.6. The City shall maintain the Township equipment in good working order at all times during the term of this Agreement and shall provide all maintenance, repairs and replacements to said equipment as may from time to time be required to keep the same in good working order.

2.7. The Parties consent and agree that at the time of this Agreement, the Township and the City each hold title to specific pieces of equipment currently in service in the Department. Said equipment was acquired at a time when the calculation of depreciation was applied to the cost of the services provided for. To that end, and in an attempt to clarify the application of depreciation, the parties agree to the following:

2.7.1. The amount of depreciation credited to each party shall be calculated by dividing the cost of the equipment by the useful life of such equipment. The sum of all depreciation for each party shall be multiplied by the run response percentage as described in Section 3.1 and this number shall become the annual

depreciation. If the City's annual depreciation exceeds that of the Township, the contract will be increased by that amount. If the Township's annual depreciation exceeds that of the City, the contract will be reduced by that amount.

A. The annual depreciation of all City and Township equipment shall not include any equipment that is donated to either party or any equipment purchased through the Rescue Squad Development Fund.

B. Repairs of equipment may be calculated if it meets the following criteria:

1. The cost exceeds five thousand dollars (\$5,000) and the repairs extend the life of the equipment by at least five (5) years.

2.8. The Township shall carry its own insurance on fire equipment owned by it and used by the City. The Township agrees that the amount of insurance in force at the effective date of this Agreement shall be continued without reduction during the term of this Agreement. In the event any of such Township equipment is damaged, Township agrees to pay the City the amount received from its insurance company for such damage to defray the expense of repairs required to be made by the City pursuant to Paragraph 8 of this Agreement.

3. ANNUAL BUDGET AND PAYMENT SCHEDULE

3.1. It shall be the sole authority of the Huron City Council to establish an annual expense budget for the Department for presentation to the Township on or before October 1st each year. Each party shall be subject to and responsible for an equal share of fifty percent of annual budgeted expenses less any reductions specifically noted herein.

3.2. The annual expense budget shall be supported by the following revenue variables:

3.2.1. Levy funds. The proceeds of the property tax levy in existence at the time of the execution of this Agreement shall continue to be the primary funding source of the Department. The receipt of all Fire Levy proceeds shall be deposited by the City in support of the Department's annual budget and establish the primary funding amount. The Annual Percentage attributed to the Township and City Levy will establish the basis for cost sharing any deficit.

3.2.2. Insurance Collection. The City shall have the sole discretion on the continuation of the practice of insurance billing collection as a municipal function for the sole purpose of providing supplemental revenue in support of Department operations. In the event that the City discontinues insurance billing collection, the Township may implement insurance billing collection. The entity actually performing insurance billing collection has the right to retain all proceeds of the collection it performs, and shall be responsible for the costs of its billing operation. Both parties agree that the existence of the insurance collections for the purposes of funding the Department is vital to maintaining the service level currently enjoyed by the Parties.

3.2.3. For the period of this Agreement and any renewals, the Parties agree that any deficit in existence following the collections designated in 3.2.1. and 3.2.2. shall be the joint responsibility of the Parties in fifty percent increments.

3.2.4. For the period of this Agreement and any renewals, the Parties agree that any surplus in existence following the collections designated in 3.2.1. and 3.2.2. shall be deposited by the City in a fund designated for the acquisition and maintenance of capital equipment for utilization by the Department.

3.3. The City shall invoice the annual cost of the Department's services pursuant to this Agreement divided into quarterly increments. The Township shall forward payment to the City within thirty (30) days of the receipt of said invoice.

3.4. The City shall provide to the Township, at the end of every calendar quarter, a reconciliation of departmental budgetary funds expressing revenue and expenses generated calendar year to date.

3.5. The Township agrees to maintain and pay the annual maintenance fee for all fire hydrants located within the unincorporated area of the Township, and no amount shall be included in the operating costs for either Township or City fire hydrant maintenance.

4. TERM

4.1. This initial term of this Agreement shall be from January 1, 2018, to December 31, 2021, inclusive.

4.2. Either party has the discretion to terminate this Agreement at any time, provided that ninety (90) days' notice of termination is given to the other party.

4.3. In the event of any termination, the Township shall have no further obligation to make payment to the City, except for payment for services rendered and owed at the time of the termination and the City shall have no further obligation to provide the services required by this Agreement.

4.4. This Agreement may be renewed for additional terms of one (1) year each, such term to begin immediately after the expiration of the prior term. Unless the City or Township gives notice to the contrary as provided hereinafter, the renewal option shall be deemed to have been exercised automatically.

4.5. If the City or Township chooses not to allow or exercise the above-described renewal option, that party shall notify the other party of such non-renewal in writing at least ninety (90) days prior to the expiration of the term then in force.

4.6. Unless otherwise modified in writing signed by both parties, and subject to Section 3.2.3, the provisions of this Agreement shall remain unchanged during any renewal term.

5. AMENDMENT

5.1. Any amendment to this Agreement must be written and signed by the authorized representatives of the City and Township.

6. GENERAL TERMS

6.1. The City agrees to maintain all Mutual Aid Fire Protection Contracts of either party in force at the time this Agreement is entered into.

6.2. The City agrees to assume responsibility for preventative fire code enforcement activities and inspection program in the unincorporated portions of the Township as appropriate regulations covering the same are adopted by resolution of the Township Board of Trustees.

6.3. The Township agrees to appoint the Chief of the Huron City Department of Fire or in the absence of a Fire Chief, the Fire Captains shall be appointed as the fire prevention officer for the Township for a period of one (1) year in accordance with O.R.C. §505.38(B). Such appointment shall be reviewed and approved annually by the Township Trustees.

6.4. This contract is entered into pursuant to the provisions of all applicable sections of Ohio Revised Code §505.37, and as authorized by Resolution adopted by the Huron City Council and by Resolution adopted by the Board of Township Trustees.

6.5. This agreement shall be governed and construed in accordance with the laws of the State of Ohio.

7. DISPUTE RESOLUTION

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a representative of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably by the Parties, the Parties agree to utilize mediation prior to the commencement of any other legal remedy. Performance of this Agreement shall continue during all dispute resolution proceedings. No payment due or payable by the City or the Township shall be withheld on account of a pending reference to the dispute resolution process except to the extent that such payment is the subject of such dispute.

8. CAPTIONS

The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections in this Agreement.

9. ENTIRE AGREEMENT AND SEVERABILITY

9.1. Upon execution of this Agreement by both of the parties, this Agreement shall constitute the entire agreement between the parties for the provision of Fire Protection Services.

9.2. This Agreement shall supersede and take the place of the Agreement for Emergency Services presently existing and scheduled to terminate by extension agreement March 31, 2016.

9.3. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this contract to other persons or circumstances shall not be affected thereby.

10. NOTICE

All notices required or permitted to be given hereunder shall be in writing and delivered by hand or overnight courier, or mailed in the United States Mail postage prepaid by certified or registered mail, return receipt requested, to the appropriate address.

For the City:
Andrew D. White
City Manager
City of Huron
417 Main Street
Huron, Ohio 44839

For the Township:
Robert Boos, Edward Enderle
and Gordon Hahn
Huron Township Trustees
1820 Bogart Road
Huron, Ohio 44839

IN WITNESS WHEREOF the parties have hereunto set their names, the CITY by the signature of the City Manager, and the TOWNSHIP by the signatures of the Trustees, this 14th day of FEB., 2018.

CITY OF HURON

By: _____
City Manager

HURON TOWNSHIP TRUSTEES

By: Robert C. Boos
Trustee

By: Edward J. Enderle
Trustee

By: Gordon B. Hahn
Trustee

APPROVED TO AS TO FORM:

By: _____
Laura E. Alkire
Law Director

By: Kevin J. Baxter
Erie County Prosecuting Attorney

Gerhard Gross
Assistant Prosecuting Attorney

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that _____ (\$ _____) Dollars, the amount required to meet the contract, obligation, or expenditure for the attached has been lawfully appropriated for the purpose, and is in the treasury or in the process of collection to the credit of the General Fund free from any outstanding obligation or encumbrance.

Date

Cathy Myers, Fiscal Officer
Huron Township Board of Trustees

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of the city of Huron, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Cathy Ramey
City of Huron Finance Director