

ORDINANCE NO. 07, 2021

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY AND SERVICE TO ENTER INTO A CONTRACT WITH THE VILLAGE OF ELMWOOD PLACE, OHIO TO PROVIDE EMERGENCY MEDICAL TRANSPORT AND PARAMEDIC SERVICES TO THE VILLAGE OF ELMWOOD PLACE AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ST. BERNARD, STATE OF OHIO:

Section 1. That the Council of the Village of St. Bernard finds it necessary and in the best interest of the Village to authorize the Director of Public Safety and Service to enter into a contract with the Village of Elmwood Place, Ohio to provide emergency medical transport and paramedic services to the Village of Elmwood Place through the St. Bernard Fire Department.

Section 2. The Director of Public Safety and Service is hereby directed and authorized to enter into a contract, a copy of which is attached to this ordinance, with the Village of Elmwood Place, Ohio.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety. The reason for the emergency is to enter into this contract as soon as possible to provide necessary services to the residents of the Village of Elmwood Place. Therefore, this Ordinance shall take effect immediately by and upon its passage, and the approval of two-thirds of the members of said Council. However, this Ordinance shall take effect on the earliest date provided by law if approved by no more than a majority of the members of Council and in that event the emergency provisions herein are set at naught.

Passed this 25th day of March, 2021.

Steve Adrach

President of Council

ATTEST:

Heidi Culbertson Pro Tem

Clerk of Council

Approved this 25th day of March, 2021.

[Signature]

Mayor

I, M. SUE KATHMAN, CLERK OF COUNCIL, VILLAGE OF ST. BERNARD, STATE OF OHIO, DO HEREBY testify that the publication of Ordinance No. 07, 2021, was made by posting true copies of the same in the most public places designated by Council: St. Bernard Square Bus Stop; Vine Street and Washington Avenue; Bertus Street Park; Greenlee Avenue and Johnson Alley; Sullivan Avenue and Delmar Avenue; each for a period of fifteen (15) days or more commencing 4-10, 2021.

ATTEST: *Heidi Culbertson Pro Tem* DATE 3-25-2021

Clerk of Council

Approved as to form *[Signature]* Date 3-25-2021

Director of Law



AGREEMENT

This agreement is made and entered into effective as of _____, 2021 between the Village of Elmwood Place, Hamilton County, Ohio, 6118 Vine Street, Elmwood Place, Ohio 45216 (hereinafter referred to as *Elmwood Place*) and the Village of St. Bernard, Hamilton County, Ohio, 110 Washington Avenue, St. Bernard, Ohio 45217 (hereafter referred to as *St. Bernard*). (ORC§ 715.02)

WHEREAS, the Council for the Village of Elmwood Place has adopted an Ordinance at its regular meeting held on the _____ of _____, 2021, authorizing the Mayor to enter into a contract with the Village of St. Bernard, through the St. Bernard Fire Department, to provide emergency medical transport and paramedic services to the Village of Elmwood Place; and

WHEREAS, the Council for the Village of St. Bernard has adopted an Ordinance at its regular meeting held on the 25th of March, 2021, authorizing the Safety/Service Director to enter into contract with the Village of Elmwood Place to provide emergency medical transport and paramedic services in accordance with the terms of this contract.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. St. Bernard, through its Fire Department (hereinafter referred to as *Department*), shall furnish emergency medical transport and paramedic services to Elmwood Place for calendar year 2021. St. Bernard shall use its own stations, apparatus, and accessory equipment to provide such services to Elmwood Place. St. Bernard shall provide all emergency medical personnel to provide such services to Elmwood Place. It shall be St. Bernard's sole responsibility to assure that such equipment is appropriately insured and maintained, staffing levels are maintained to provide such service, and personnel eligible to provide such service are appropriately certificated. Elmwood Place is permitted to renew this Agreement for three successive one year terms, upon providing one month's advance written notice.
2. If and when the equipment and personnel of the Department are engaged on an incident within St. Bernard or such other areas as St. Bernard may service by agreement, including Mutual Aid Agreement, there will be no responsibility nor liability whatsoever upon St. Bernard or the Department for their failure to respond to a call for service within Elmwood Place. It is understood and agreed that the Department shall respond to such call or calls from Elmwood Place as reasonably practicable after the Department has completed such other call. All responses made

by the Department within St. Bernard, Elmwood Place, and such other districts as may be served by agreement with St. Bernard and the Department, including Mutual Aid Agreement, shall be made on a first call, first response basis. The Department shall use its reasonable efforts to provide appropriate mutual aid response in its absence to continue to service Elmwood Place. (ORC§ 5502.29)

3. The St Bernard Fire Chief shall submit monthly reports to Elmwood Place, outlining the activities and services provided for in this agreement, for the month. The Department shall also make available to Elmwood Place, any report for service, not protected by law otherwise. Such report will be available by request, through the St. Bernard Fire Chief.
4. Elmwood Place shall pay the Village of St. Bernard for services rendered under this agreement a per response fee of \$350.00 Dollars. Services under the terms of this agreement shall be paid within 30 days upon receipt of the monthly statement.

In addition, the Department shall be entitled to bill private insurers and government payers and collect professional service fees in accordance with appropriate healthcare and fire service reimbursement for emergency medical transport and paramedic services provided to residents and non-residents of Elmwood Place for services provided within Elmwood Place. All such services billed and collected by the Department shall be retained by St. Bernard as additional compensation for such services. It shall be the responsibility of the Department to administer the billing and collection program at its own cost. The charges for such services shall be determined by St. Bernard with a copy of the schedule for services to be provided to Elmwood Place. The Department shall waive any portion of the charges for such services billed to residents and resident members of their households within Elmwood Place to the extent that such charges are not covered by available health insurance or medical services indemnification policies including Medicare and Medicaid.

5. Either party may elect to terminate the agreement by six (6) months advanced written notice to the other party.
6. If the Department would increase its service area (not to include mutual aid agreements), such notice of increase in service area shall be sent in writing to Elmwood Place. Elmwood Place may request the contract be reopened to equitably adjust the agreement rate if such adjustment is justified considering the revenues St. Bernard and the cost of service incurred by St. Bernard. This review and any re-negotiations shall occur during a period of ninety (90) days after a written notice is received by St. Bernard from Elmwood Place. Notice of termination of the contract as may be allowed under Paragraph 5 above cannot be exercised by either party during the ninety (90) day re-negotiation period.

7. This agreement may not be assigned by St. Bernard or its Fire Department without the express written consent of Elmwood Place.
8. If any portion or portions of Elmwood Place shall become severed from Elmwood Place by reason of annexation to another jurisdiction, or for any other reason, the provisions of this agreement shall remain in full force and effect for that portion of Elmwood Place which has not been annexed, including the agreement price set forth above.
9. Any notice required under the terms of this contract may be sent by ordinary U.S. Mail to the addresses as listed above. If St. Bernard proposes to increase the cost of service at the conclusion of this agreement, St. Bernard shall provide notice of such proposed increases no less than six (6) months prior to the termination of this contract.
10. The undersigned representatives on behalf of Elmwood Place, Hamilton County, Ohio, and St. Bernard, Hamilton County, Ohio, do warrant that they have the authority to enter into this Agreement and to bind the principals to this Agreement. A copy of any legislation authorizing this Agreement shall be attached and included herein by reference.

This Agreement represents the entire agreement between the parties. There are no separate written or oral representations or understandings which are not incorporated herein. Any dispute concerning the validity, or the enforcement of this contract shall be construed under the laws of the State of Ohio.

[signature page follows]

Village of Elmwood Place, Ohio:

Joe Anneken, Mayor

Date: _____

Approved as to form:

Christopher S. Houston, Solicitor

CERTIFICATION OF FUNDS

I hereby certify, pursuant to R.C. 5705.41(D)(3), that the funds necessary to meet the obligations of the Village of Elmwood Place, Ohio under the attached Contract during the fiscal year 2021 have been lawfully appropriated for such purpose and are available, or in the process of collection to the credit of an appropriate fund, and that said funds are not and cannot be used for any other purposes.

Date: _____

Nancy Riley, Clerk-Treasurer


Village of St. Bernard, Ohio:



Tom Paul, Safety/ Service Director

Date: 3-25-2021

Approved as to form:



Valerie Van Valkenburg-Walden,
Director of Law