

ORDINANCE NO. 2010-48-T&S

**AUTHORIZING THE MUNICIPAL MANAGER TO EXECUTE AN AMENDMENT TO
THE CONTRACT FOR FIRE AND EMERGENCY PROTECTION
AND DECLARLING AN EMERGENCY**

WHEREAS, the Village of Greenhills and the Greenhills Fire Department have previously entered into a Contract for Fire and Emergency Protection beginning on January 6, 2009, continuing until December 31, 2013; and

WHEREAS, the parties have mutually agreed to certain amendments to said agreement.

NOW, THEREFORE, be it ordained by the Council of the Village of Greenhills, Ohio, 6 members elected thereto concurring:

SECTION 1.

That the Municipal Manager is authorized to execute the amendment to the Contract for Fire and Emergency Protection between the Village of Greenhills and the Greenhills Fire Department as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2.

That this ordinance is hereby declared to be an emergency measure necessary for the peace, health, safety and welfare of the community so that fire and life safety protection will continue without an interruption in service. This ordinance shall be in full force and take effect from and after its passage.

Passed this 7th day of December, 2010.

Fred Murrell, MAYOR /s/

Kathryn L. Lives, CLERK OF COUNCIL /s/

CONTRACT FOR FIRE AND EMERGENCY PROTECTION

WHEREAS, the Village of Greenhills, Ohio (hereinafter called "Village") and the Greenhills Fire Department, Inc. (hereinafter called "Fire Department") entered into a Contract for fire and emergency protection on January 6, 2009, and

WHEREAS, both parties to the January 6, 2009 Contract desire to amend said contract with the following terms and conditions,

NOW, THEREFORE, the Village and the Fire Department, agree as follows:

- I. **Service.** The Fire Department shall respond to all alarms for both fire and medical emergencies within the corporate limits of the Village during the term of this contract and extinguish all fires and render all possible aid in the emergencies. Further, in performing the services required of it under this contract, the fire department agrees to comply with all applicable federal, state, county, and Village statutes, ordinances, regulations, and resolutions.
- II. **Use of Equipment.** The Fire Department agrees to fulfill the terms of this Contract with all firefighting and emergency equipment and apparatus available. The Fire Department agrees to maintain this equipment and apparatus during the term of this Contract in as good condition as it is on the date of this Agreement, excepting normal wear and tear.
- III. **Use of Quarters.** During the term of this Agreement, the Fire Department shall have the exclusive use of the quarters in the Fire Department building which is defined herein as that part of the Municipal Building to the rear, or east of the Police Department, located at 11000 Winton Road, Greenhills, Ohio.
- IV. **Operating Supplies.** The Fire Department shall assume the cost of all fuel, batteries, tires and maintenance required for operating the equipment and apparatus.
- V. **Reports.** The Fire Department shall file with the Village a complete annual report of each fire which occurs within the Village during that period, as well as a complete annual audit report of the funds described in paragraph VII herein.
- VI. **Term.** The new terms and conditions of this Contract shall start on the effective date of January 1, 2011 and shall continue in force until December 31, 2013. To insure adequate fire protection during the contract renewal negotiation period, the terms and conditions hereof shall continue in full force and effect until a new contract is signed, unless either party hereto rescinds the contract after its expiration date by written notice to the other party hereto giving that party ninety days notice of such intent. During the month of August, 2013, the Municipal Manager of Greenhills and the Contract Committee and Fire Chief of the Fire Department shall meet to discuss any changes, amendments, additions, or deletions which should be made to this contract, based on the experience during the previous year or years of operation.
- VII. **Consideration.** The Fire Department shall receive from the Village the following compensation by year for the emergency and fire protection stated herein, or the amount realized from the Fire Tax Levy minus the ambulance loan payments: Year #1 (2011), \$147,000, Year #2 (2012), \$147,000, and Year #3 (2013), \$157,000. These amounts are derived from an estimated \$165,000 per year in fire levy revenues minus the loan payments for the three years of this contract for the two (2) remounted ambulances financed and delivered in 2010, for which the village will be making payments from the 2.5 mil fire operating levy. This Contract does not preclude the Fire Department from requesting support from the Village for additional Fire Tax Levies. The Fire Department understands and agrees that all funds paid under the term of this contract shall be expended and used solely for fire protection, emergency services and those additional items essential for providing these coverages set forth herein. The Fire Department agrees to make all necessary payments and contributions to the Volunteer Firefighters' Dependency Fund, and further agrees

to make all necessary payments to the Hamilton County Communications Center for radio communications associated with dispatching fire and EMS runs within the Village of Greenhills and any contracted areas for service (i.e. Springfield Township). The Village shall provide physical damage and liability insurance on all Village owned vehicles used by the Fire Department. Heating and air conditioning, plumbing and outside building maintenance costs will be funded by the village general fund, however, based on the current financial situation of the Village, the fire department agrees to negotiate on a case by case basis any of these associated costs with the village, and agrees that the maintenance costs stated herein may be required to be funded either partially or fully by the fire department, and shall be mutually agreed upon between the Village Manager and the Board of Directors of the Fire Department for each occurrence.

VIII. **Relationship and Reimbursement.** The Fire Department is and shall at all times be an independent contractor with no authority to bind or obligate the Village in any respect. It is expressly understood that the Village has no obligation to the Fire Department with respect to worker's compensation, unemployment insurance, life, health or other insurance, social security, withholding tax or other benefits or expenses customarily paid by an employer with respect to an employee. The Fire Department shall reimburse the Village for any pension or indemnity award or premium contribution assessed against the Village for worker's compensation benefits for injuries or deaths of Fire Department members occurring while engaged in rendering service on behalf of the village, whether inside or outside the limits of the Village.

IX. **Welfare of the Village of Greenhills.** The Fire Department recognizes it's primary obligation to provide fire and emergency protection to the incorporated area of the Village of Greenhills under the terms herein, but nothing in this agreement shall prevent the Fire Department from entering into mutual aid agreements with other fire companies or contracting with other political sub-divisions, as long as it fulfills first the needs of the Village of Greenhills. It is also understood that the Fire Department may utilize an outside billing agency of its choosing in order to charge for EMS and fire details within the limits of the law. It is also understood that the Fire Department will only bill or charge patients who are not residents of the Village of Greenhills.

IN WITNESS WHEREOF, the parties herein affirm they have been duly authorized to bind the Village of Greenhills, Ohio and the Greenhills Volunteer Fire Department, Inc., to the terms of this contract by their signatures.

GREENHILLS FIRE DEPARTMENT, INC.

VILLAGE OF GREENHILLS, OHIO

Secretary

Municipal Manager

President

Date