



**COUNCIL MEETING AGENDA
December 17, 2019 at 4:15 PM**

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMITTEE REPORTS:

POLICE AND FIRE COMMITTEE

1. Resolution 2019-33, Authorizing EMS Services with the City of Reading

ADJOURNMENT

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE:

RE:

ITEM: Resolution 2019-33, Authorizing EMS Services with the City of Reading

ACTION REQUESTED:

PURPOSE:

PASSED:
BY:

RESOLUTION NO. 2019-33

RESOLUTION AUTHORIZING AGREEMENT WITH THE CITY OF READING TO
PROVIDE PARAMEDIC AND EMS SERVICES THROUGH ITS FIRE
DEPARTMENT

WHEREAS, Amberley Village has received Emergency Medical Services (EMS) over the last decade from two jurisdictions, namely Little Miami Joint Fire District (Little Miami) and Deer Park/Silverton Joint Fire District (Deer Park/Silverton) which provides separate coverage for different sections of Amberley Village;

WHEREAS, in December 2016, Amberley Village entered into a three year contract for EMS services with Little Miami and Deer Park/Silverton which will expire on December 31, 2019;

WHEREAS, Amberley Village desires to continue emergency medical services through both Little Miami and Deer Park/Silverton; however, both entities proposed a significant increase over the next four years. As a result Amberley Village pursued obtaining EMS services from other entities and have entered negotiations with the City of Reading. Amberley Village has negotiated a five year contract with the City of Reading which is significantly more cost effective;

WHEREAS, the City of Reading's Fire Department maintains an ISO rating of 2 and is a department consisting of career, part-time, and paid on call members that provide a full range of services to the City of Reading. Response times for Amberley residents will not be significantly impacted as the City of Reading maintains a medic unit and two ambulances which will be available to provide services;

WHEREAS, the Police and Fire Committee has met to discuss the Agreement and recommends that the Amberley Village enter in said Agreement with an effective date of January 1, 2020 which will expire in December 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF AMBERLEY VILLAGE, STATE OF OHIO, seven (7) members elected thereto concurring,

SECTION 1: Amberley Village approves the Paramedic and Emergency Services Agreement with the City of Reading, Hamilton County, Ohio. The Village Manager is authorized and directed to execute any and all agreements and take other actions reasonably necessary to carry out said agreement.

SECTION 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law. Passed this ____ day of _____, 2019.

Mayor Thomas C. Muething

Attest:

Tammy Reasoner, Clerk of Council

Resolution Vote:

Moved: _____ Second: _____

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of _____ 2019, the foregoing Resolution was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Resolution at all of the places of public notice as designated by Sec. 31.40(B), Code of Ordinances.

Tammy Reasoner, Clerk of Council

PARAMEDIC AND EMERGENCY SERVICES AGREEMENT

This Agreement executed the date set forth below shall be effective January 1, 2020 by and between the **CITY OF READING**, Hamilton County, Ohio, an Ohio municipal corporation, 1000 Market Street, Reading, Ohio 45215 and the **VILLAGE OF AMBERLEY VILLAGE**, Hamilton County, Ohio, an Ohio municipal corporation, 7149 Ridge Road, Amberley Village, Ohio 45237.

WHEREAS, Reading currently provides a staff of Paramedics, Advanced-Emergency Medical Technicians and Emergency Medical Technicians to provide emergency medical and paramedic services; and

WHEREAS, Amberley Village desires to contract with Reading to provide paramedic services and supporting emergency medical services within Amberley Village;

NOW THEREFORE, by authority of the Councils for the City of Reading and Amberley Village, and in consideration of the promises and covenants contained herein, the parties agree as follows:

1. The City of Reading shall provide paramedic service and supporting emergency medical service within Amberley Village.

2. In exchange for the services described herein, Amberley Village shall pay to the City of Reading, the following: for the year 2020, the sum of \$180,000.00, for the year 2021, the sum of \$189,000.00, for the year 2022 the sum of \$198,450.00, for the year 2023, the sum of \$208,372.00, and for the year 2024, the sum of \$218,791.00 for a total for five (5) years of \$994,613.00. Such amounts shall be paid in equal quarterly installments, to be made by Amberley Village on or before March 31st, June 30th, September 30th and December 20th of each year of this contract.

3. As additional consideration for such contract, the City of Reading is hereby authorized to bill residents and non-residents within Amberley Village for emergency medical and paramedic services provided to such residents and non-residents as permitted by law. The charges for such service shall be billed separately by the City of Reading with a copy of the schedule for such services to be provided to Amberley Village. The City of Reading shall waive any portion of the charges for such services billed to residents and resident members of their households within Amberley Village to the extent such charges for services are not covered by available health insurance or medical services indemnification policies, including Medicare and Medicaid.

4. This agreement shall commence January 1, 2020 and shall continue until December 31, 2024, provided, however, this agreement may be terminated by either party upon 30 days written notice provided to the other party.

5. This written Agreement contains the entire agreement of the parties. There are no separate memoranda, oral agreements or understandings which are not specifically outlined herein. Any modifications to this Agreement must be in writing and executed in the same form and manner as this Agreement. Authority for the execution of this Agreement is evidenced by

the Ordinance or Resolution of their respective governing authorities attached hereto. The undersigned representatives on behalf of the City of Reading and Amberley Village warrant that they have appropriate authority to enter into this Agreement and to bind their respective principals to this Agreement. This Agreement may be executed in component parts, which together shall constitute the entire agreement between the parties.

6. The parties to this Agreement are each responsible for their own acts of omissions and those of their employees, officers, and agents. The City of Reading shall procure liability insurance to cover the services and conduct provided under this Agreement and shall each name Amberley Village as an Additional Insured on the parties' respective policies. A copy of certificates of insurance shall be provided to Amberley Village upon request. The amount of insurance coverage on the policies shall be in sufficient amounts as approved by the Amberley Village's insurance carrier, but not in excess of the amounts covering the parties providing the services hereunder. Should a claim against Amberley Village arise, Amberley Village will be indemnified and defended to the extent permitted by law and under the respective insurance policies. Said insurance policies shall be maintained at all times during the terms of this Agreement and shall apply to any extensions, renewals, addenda, or modifications thereto.

CITY OF READING

By: _____

Its: _____

VILLAGE OF AMBERLEY VILLAGE

By: _____

Scot F. Lahrmer

Its: Manager

APPROVED AS TO FORM:

David Stevenson, Law Director
City of Reading

APPROVED AS TO FORM:

Kevin C. McDonough, Solicitor
Village of Amberley Village