

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, DIRECTOR OF PUBLIC SAFETY, TO ENTER INTO A CONTRACT WITH MONTGOMERY TOWNSHIP, ASHLAND COUNTY, OHIO, FOR FIRE PROTECTION, RESCUE AND MEDICAL EMERGENCY SERVICES AND NON-EMERGENCY MEDICAL SERVICES TRANSPORTATION

WHEREAS, this Council desires to enter into a new contract with Montgomery Township in order to provide adequate fire protection, rescue and medical emergency services and non-emergency medical services transportation for said township and to provide for the proper daily operation of the Fire Division of the City of Ashland, Ohio, commencing January 1, 2023; now therefore,

BE IT ORDAINED by the Council of the City of Ashland, State of Ohio, 5 members thereto concurring;

Section 1. That the Mayor, ex-officio Director of Public Safety of the City of Ashland, Ohio, be, and he is hereby, authorized and directed to enter into a contract, a copy of which is attached hereto and made a part hereof, on behalf of the City of Ashland with Montgomery Township, Ashland County, Ohio, for the period of five (5) years commencing January 1, 2023, and ending December 31, 2027. Said contract shall provide that the City shall furnish fire protection, rescue and medical emergency service and non-emergency medical services transportation to the Township and that the Township shall pay the City for said fire protection, rescue and medical emergency service and non-emergency medical services transportation the amounts as follows:

2023---\$183,340.00
2024---\$187,007.00
2025---\$190,747.00
2026---\$194,562.00
2027---\$198,453.00

Said charges shall be payable one-half during the first tax period of each year and the other one-half during the second tax period of each year. Notwithstanding the charges to the Township as provided for herein, the City reserves the right to make a further charge for the provision of emergency and non-emergency service and/or transportation, said further charge to be assessed against the party receiving or responsible for said service and/or transportation at the same rate as shall be charged for said service and/or transportation in cases arising within the City of Ashland.

Section 2. That the existing contract, effective through December 31, 2022, shall remain in full force and effect until the effective date of the new contract authorized by this Ordinance.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: 5 July, 2022

Attest: Teresa Santino
Teresa Santino, Clerk of Council

Steve Workman
Steve Workman, President of Council

Approved Matt Miller
Matt Miller, Mayor

Approved as to form and correctness:
Richard P. Wolfe II
Richard P. Wolfe II – Law Director

AGREEMENT BETWEEN CITY OF ASHLAND
AND
MONTGOMERY TOWNSHIP

This Agreement made and entered into at Ashland, Ohio, this _____ day of _____, 20____, by and between the City of Ashland, Ohio, and the Township Montgomery, Ashland County, Ohio.

WHEREAS, Montgomery Township has no fire department for the purpose of extinguishing fires and protecting the property and lives of its citizens against accidents and damages, and,

WHEREAS, The City of Ashland, Ohio maintains a Fire Department equipped with trained personnel and equipment necessary for extinguishing fires, and,

WHEREAS, Montgomery Township has no department for the purpose of providing rescue and ambulance emergency service and non-emergency ambulance transportations; and,

WHEREAS, The City of Ashland, Ohio maintains a Fire Department with the trained personnel and equipment necessary for providing said rescue and ambulance emergency service and non-emergency ambulance transportation, and,

NOW THEREFORE, it is hereby agreed by and between the City of Ashland, Ohio, and the Township of Montgomery, Ashland County, Ohio, as follows:

The City of Ashland, Ohio shall furnish fire protection, rescue and emergency medical services, and non-emergency medical services transportation to the Township of Montgomery, Ashland County, Ohio for a period of five (5) years commencing January 1, 2023 and ending December 31, 2027.

In consideration for the City of Ashland, Ohio, furnishing said fire protection, rescue and emergency medical services and non-emergency medical services transportation to Montgomery Township; the Township of Montgomery shall pay to the City of Ashland, Ohio, amounts as follows:

2023 ---	\$183,340.00
2024 ---	\$187,007.00
2025 ---	\$190,747.00
2026 ---	\$194,562.00
2027 ---	\$198,453.00

One-half of the appropriate amount shall be payable to the City of Ashland, Ohio during the first tax period and one-half during the second tax period of each year. Notwithstanding the charges as provided for in this contract, the City of Ashland, Ohio reserves the right to make further charges for the provision of rescue and ambulance emergency service and non-emergency ambulance transportation, said further charges to be assessed against the party receiving or responsible for said services and at the same rate as shall be charged for services in cases arising within the City of Ashland, Ohio.

This contract may be cancelled by a notice by either party to the other in writing, such cancellation to be effective one hundred eighty (180) days after the receipt of such notice or such later date as may be specified in said notice.

The Township of Montgomery hereby appoints the Fire Chief of the City of Ashland, Ohio, as its Fire Prevention Officer.

The City of Ashland, Ohio, shall make the determination, in the case of each call, as to what type of vehicle or vehicles, the number of vehicles, what type of equipment and the amount of equipment, if any, shall be dispatched in response thereto.

The City of Ashland shall not be liable for any failure to respond to any emergency, or as otherwise provided in this contract, due to conditions beyond its control, including, but not limited to, sudden breakdowns of equipment, temporary loss of equipment, acts of God, such as blizzards, floods, and tornadoes, other accidents and employee work stoppages.

IN WITNESS WHEREOF, the parties have set their hands to duplicates hereof on the day and year first written above.

Approved as to form and correctness:

CITY OF ASHLAND, OHIO

Richard P. Wolfe II
Director of Law, City of Ashland, Ohio





Matt Miller, Mayor


Approved as to correctness:

TOWNSHIP OF MONTGOMERY
ASHLAND COUNTY, OHIO

Ashland County Prosecuting Attorney



Trustee


Trustee


Trustee

I, _____, Clerk and Fiscal Officer of the Board of Montgomery Township Trustees, Ashland County, Ohio, do hereby certify that the amount of money required to meet the above Agreement has been appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Clerk