ORDINANCE NO. 212-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CLEVELAND CLINIC MEDINA HOSPITAL LIFE SUPPORT TEAM FOR THE PURPOSE OF PROVIDING 9-1-1 DISPATCH SERVICES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement between the City of Medina and the Cleveland Clinic Medina Hospital LST for the purpose of providing 9-1-1 emergency police dispatch services for the period of January 1, 2025 through December 31, 2027.
- SEC. 2: That a copy of the Agreement for Service is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- **SEC.4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: November 25, 2024

SIGNED: James A. Shields
President of Council Pro-Tem

ATTEST: Kathy Patton
Clerk of Council

Clerk of Council

SIGNED: John M. Coyne, III
Acting Mayor

Effective: January 1, 2025 through December 31, 2027



ORD. 212-24 EXM. A

This page needs to be retained with the Agreement at all times.

This page is for information purposes only and not part of the Agreement.

Please return a fully executed copy of the Agreement to CMSevents@ccf.org

	MATION

CITY OF MEDINA, OHIO 132 N. ELMWOOD MEDINA, OH 44256

CONTRA	AT 1	P R R /	71/01

Contract ID:

4319244

Master Agreement Number:

Dept Reference No.:

Contract Description:

DISPATCH SERVICES AGREEMENT WITH THE CITY OF MEDINA

Institute:

Regional Hospital

Submitting Dept:

MEDINA HOSPITAL

Dept Contact:

NICHOLE MALACHIN

LEGAL TEAM INFORMATION

Attorney:

ASHLEY TAYLOR

Paralegal:

Contract approved as to form for: 4319244

Attorney: TAYLOR, ASHLEY

By: Taylor, Ashley

Date: 10/28/2024 10:48:33 AM

AGREEMENT FOR SERVICE

ORD. 212-24

I

This Agreement, made and entered into as of the 1st day of January 2025, by and between the CITY OF MEDINA, hereinafter referred to as "the City" and Medina Hospital, an Ohio non-profit corporation, for the LIFE SUPPORT TEAM, hereinafter referred to as "LST".

II

The residents and visitors of the City of Medina, Medina Township, and Montville Township require radio, telephone, and 911 communications "Dispatch Services" to summon medical aid. LST does hereby engage and retain the City for the purpose of providing such services on behalf of the residents and visitors. The City agrees to provide these services on a twenty-four-hour per day, seven-day-a-week basis for a period from January 1, 2025 until December 31, 2027. "Dispatch Services" for the purpose of this Agreement, shall be receiving all messages, including but not limited to in-person, telephonic, or written, that are seeking medical or health assistance and by forwarding these messages by means of radio on a pre-assigned frequency or by telephone, or by various paging methods to the personnel on duty for their response and to keep a recording of all incoming and outgoing communications. "Dispatch Services" shall also include Mobile Data Terminals and access to Computer Aided Dispatch "CAD" status screens.

III

The City agrees to be responsible for the salary and benefits paid to the dispatch personnel.

IV

The City and LST agree to maintain current radio licenses as required by the Federal Communications Commission and to allow each other access to the frequencies. The City shall be responsible for the maintenance of any and all equipment used by the City in furtherance of providing dispatch services to LST.

V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by the City's personnel in their official capacity and that no City personnel shall be subject to any claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violation of any duty imposed by this contract. No one at the City, in either their official or personal capacity, shall be responsible to LST nor any person and/or entity for any damages for bodily injury, death, or property damage arising out of employment or activities of the City and/or LST employees while engaged in the performance of their duties.

The City and the City's personnel shall not be responsible to LST for any loss, injury, or damage to equipment or property of LST or to any employee or member of LST.

The only duty of the City when rendering dispatch services as set forth in Section II herein is to notify the appropriate department and provide appropriate information as circumstances allow.

VII

In consideration of a sum equal to one-third (33%) of the total operational costs of the City's Communications Center payable in quarterly installments, the City agrees to provide emergency medical dispatching services for LST in providing services to the residents and visitors of the City of Medina, Medina Township, and Montville Township. The City further agrees to provide and support the Mobile Data Terminals and access to Computer Aided Dispatch "CAD" status screens.

VIII

Quarterly payments are due no later than 30 days after the issuance of an invoice reflecting the one-third amount of the previous quarter's Communication Center costs. Payments shall be payable to the order of the City of Medina, 132 N. Elmwood Avenue, Medina, OH 44256.

IX

Any operational change that would have an economic or substantial service impact on LST will be presented and discussed between the City and LST prior to any implementation.

X

This Agreement shall be in effect until December 31, 2027. Either party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail ninety (90) days prior to the termination date.

XI

This writing encompasses the complete Agreement between the City and LST, there being no other promise, expressed or implied, between the City and LST regarding dispatch services.

THERFORE, in consideration of the mutual covenants of the City of Medina and the Life Support Team as set forth hereinabove, the City and LST do agree.

10/29/24

Mayor / Public Safety Director
City of Medina
Acting Mayor, John M. Coyne. III

OB#4319244 - Approved as to Form CCF Law Department - A. Taylor October 28, 2024