

RESOLUTION G2018-43

**RESOLUTION AMENDING THE CONTRACT WITH
LOVELAND-SYMMES FIRE DEPARTMENT, INC.
FOR FIRE AND EMERGENCY MEDICAL SERVICES**

WHEREAS, the Board of Trustees of Symmes Township, Hamilton County, Ohio desires to provide fire and emergency medical services (“EMS”) to Symmes Township residents and businesses; and

WHEREAS, Ohio Revised Code Section 9.60(C) provides that any governmental entity in this state may contract with any private fire company to provide fire protection or emergency medical services; and

WHEREAS, the private fire company Loveland-Symmes Fire Department, Inc. (“LSFD”) has demonstrated competence and expertise in providing fire and EMS services as evidence by its Insurance Service Office “ISO” rating of 2 and its accreditation by independent reviewing bodies Accreditation of Ambulance Services and Commission on Fire Accreditation International; and

WHEREAS, the Board of Trustees has negotiated a contract with LSFD that will provide fire and EMS services to the Township at a reasonable value; and

WHEREAS, the communications portion of the contract was not included in the previously negotiated contract and LSFD currently provides regularly scheduled communications service to the Township; and

WHEREAS, the Board of Township Trustees have agreed to pay for the cost of 911 emergency communications provided to the Township at a rate and for a period of time that is more fully described in the Addendum attached.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Symmes Township, Hamilton County, Ohio:

Section 1. The agreement entitled “Fire and Emergency Medical Services (“EMS”) Contract Between Symmes Township Board of Trustees and the Loveland-Symmes Fire Department, Inc.”, be amended to include communications/dispatching costs to the existing contract.

Section 2. This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

Section 3. Finds and determines that all formal actions of this Board concerning and relating to the passage of this resolution were taken in open meetings of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were taken in meetings open to the public, in compliance with all legal requirements, including (without limitation) Ohio Revised Code §121.22, except as otherwise permitted thereby.

Section 4. Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

ADOPTED MAY 1, 2018 – RESOLUTION G2018-43

Vote Record: Mr. Bryant _____ Mr. Beck _____ Ms. Leis _____

BOARD OF TRUSTEES:

Kenneth N. Bryant, President

Philip J. Beck, Vice-President

Jodie L. Leis, Trustee

ATTEST:

Carol A. Sims, Fiscal Officer

APPROVED AS TO FORM:

Kevin McDonough, Law Director

ADDENDUM

EMERGENCY COMMUNICATIONS AGREEMENT

The parties hereto, intending to be legally bound, agree as follows:

Section 1. Scope of Service

LSFD will provide 24/7 emergency communications for the Township from LSFD's location at 126 South Lebanon Road, Loveland, Ohio 45140. LSFD will provide all labor and related labor expenses for providing communications services for LSFD and the Hamilton County Sheriff's Deputies assigned to the Township.

1. The number of 911 operators and supervision is indicated in Exhibit A attached hereto and provides for 911 operators as set forth in the attachment.
2. All employees of LSFD shall be under the direction of LSFD and shall at no time be considered employees of the township.
3. All equipment utilized to perform the duties of providing communication services shall be maintained by the contracted consumers of the services based on an equal share of the expense. A listing of expected monthly and annual expenses for repair, utilities, software maintenance and subscriber's fees that are considered normal and routine to the operations of the communications center is attached as Exhibit A. These expenses are not included in the LSFD communications center budget and are billed separately.
4. LSFD will provide all training and expenses related to the employees of LSFD.

Section 2. Terms of Payment

LSFD shall submit to the Township, on a monthly basis, an invoice certifying the amount due to communication services incurred. Communications costs are based on an annual budget, divided by monthly by the call volume and usage of the subscribers of the service. Exhibit A is an example of the 3-year budget and pre-forma of the Northeast Communications.

Section 3. Reporting

LSFD will provide a monthly report to the Township Administrator of the communication activities within the Township.

Section 4. Private Employment

LSFD acknowledges that all employees of Northeast Communications are private employees of LSFD. The Township acknowledges it has no control over the hiring or continued employment of any employee of Northeast Communications.

Section 5. Final Agreement

This addendum terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by further writing that is duly executed by both parties.

This agreement shall be binding on the parties hereto as well as their successors and assigns.

LOVELAND-SYMMES FIRE DEPT., INC.

WITNESS:

By: _____
Otto J. Huber, President

SYMMES TOWNSHIP

WITNESS:

By: _____
Kimberly A. Lapensee, Administrator
