

# RECORD OF RESOLUTIONS

BEAR GRAPHICS 800-325-8094 FORM NO. 30045

Resolution No. 2024-23

Passed December 16, 2024

## VILLAGE OF WESTON, WOOD COUNTY, OHIO RESOLUTION NO. 2024-23

### RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE EMERGENCY MEDICAL SERVICES CONTRACTS, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Weston is a Statutory Village located in Wood County, Ohio, and

WHEREAS, the Village of Weston has powers of local self-government pursuant to Ohio Constitution Article XVIII, Section 3, and

WHEREAS, the Village Council previously approved several Emergency Medical Services Contracts with the Townships of Liberty, Milton, and Weston, and the Villages of Custar and Milton Center, effective through December 31, 2024, and

WHEREAS, the Council desires to extend the EMS Contracts.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Village of Weston, Wood County, Ohio, that:

Section 1. Emergency Medical Services Contracts, attached hereto, are hereby approved. The Mayor is hereby authorized to execute the Emergency Medical Services Contracts with Liberty Township, Milton Township, Weston Township, the Village of Custar, and the Village of Milton Center, in forms substantially similar to the attached agreements.

Section 2. It is hereby 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 of any other committees that results in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. This measure is an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the Village and its residents for the reason that the current EMS contracts are set to expire on December 31, 2024. The Village must ensure that new contracts are in place to maintain uninterrupted emergency medical services for the community. Completing three readings of this resolution would delay the execution of these vital contracts, and any such delay could disrupt the provision of EMS to the community. Therefore, it is desired that this resolution takes effect immediately.

Vote On Emergency:

Ayes 5

Nays 0

Abstain 0

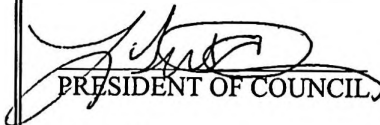
Vote On Resolution:


Ayes 5

Nays 0


Abstain 0

Passed this 16<sup>th</sup> day of December, 2024.

  
PRESIDENT OF COUNCIL

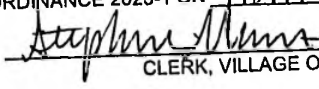
  
MAYOR

ATTEST:

  
FISCAL OFFICER

#### CERTIFICATION

I HEREBY CERTIFY THIS TO BE A TRUE AND ACCURATE COPY OF THE VILLAGE OF WESTON RESOLUTION NUMBER 2024-23 AND THAT THERE IS NO NEWSPAPER PUBLISHED IN THE VILLAGE OF WESTON, AND THAT PUBLICATION OF THIS RESOLUTION WAS MADE BY POSTING IT AT THE FIVE PUBLIC PLACES DESIGNATED BY ORDINANCE 2023-1 ON 12/17/2024.

  
CLERK, VILLAGE OF WESTON

## **EMERGENCY MEDICAL SERVICES CONTRACT**

**WHEREAS**, the Village of Weston (Ohio) and the Township of Weston (Ohio) entered into an Emergency Medical Services Contract (the "Contract") on March 29, 2022, and incorporated therein an addendum to the Contract which was approved on October 26, 2020, (the "Addendum").

**WHEREAS**, the parties desire to extend the Contract and the incorporated Addendum for an additional year.

**NOW, THEREFORE** it is agreed between the Village of Weston (Ohio) and the Township of Weston (Ohio):

### **ARTICLE I. AUTHORITY**

The Village of Weston, a statutory Village, represents that it has the authority to operate the Weston Emergency Medical Service.

### **ARTICLE II. PERSONNEL**

The Village of Weston represents that the Weston Emergency Medical Service personnel are, at a minimum, certified pursuant to Ohio Revised Code §4765.30.

### **ARTICLE III. OPERATION AND EXPENSES**

The Village shall furnish emergency medical services (EMS) to the residents, residential and commercial, of the Township on a call-by-call basis. The Village shall comply with all applicable statutes, ordinances, and regulations related to providing EMS to the Township, including, but not limited to, the use and maintenance of protected health information in compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

For such services, the Township shall annually pay to the Village as follows: for 2025, \$3,055.00, (the Base Rate), and \$2,600 per year (Unpaid Runs Rate) for one year beginning January 1, 2025, and continuing through December 31, 2025. The annual Base Rate and annual Unpaid Runs Rate (collectively EMS Fee) shall be payable not later than April 1, 2025.

The Village shall be permitted to invoice direct recipients of EMS pursuant to rates established from time-to-time by ordinance of the Village, (Service Fees). It is agreed that the Township shall pay to the Village, within 30 days of demand, EMS service fees unpaid by the direct recipient of EMS within 90 days of invoice.

This Emergency Medical Services Contract shall be effective January 1, 2025, through December 31, 2025, unless terminated by law or by written notice to the other party of its intention to cancel this Contract not less than sixty (60) days from giving such notice. Expiration or termination of this Emergency Medical Services Contract shall not excuse untimely payment of the EMS Fee or Service Fees by the Township, nor prevent collection of such fees by the Village.

The Village of Weston shall be solely liable for the maintenance and upkeep of its ambulance(s), shall provide medical supplies and medicines to Weston Township at no additional cost other than the EMS Fee and Service Fees due the Village and shall be responsible for all charges incurred with the operation of its business and shall hold Weston Township harmless from the same.

#### **ARTICLE IV. INDEMNIFICATION**

The Village of Weston and its respective officials, employees, agents, and assigns shall be responsible for any and all liabilities, claims, losses, damages or expenses including but not limited to personal injury, death, or other property damage which arise from its own acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, or the laws of the State of Ohio. In no event shall Weston Township be liable for any costs, other than the EMS Fee and Service Fees due the Village by the Township pursuant to this agreement, or any indirect, consequential, incidental, special or punitive damages or lost profits. The parties agree that nothing in this provision shall be construed as a waiver of political subdivision immunity or any other defenses provided under state or federal law

The Village of Weston shall defend, indemnify and hold Weston Township, its officials, employees, departments, agents and assigns harmless from any and all liabilities, claims, demands or judgments made or obtained arising out of work performed pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to intentional or negligent acts of the Village of Weston or its officials, employees, agents or volunteers. Weston Township shall give timely notice and accord to the Village of Weston the right to defend and settle all such claims.

#### **ARTICLE V. INSURANCE**

The Village of Weston shall procure and maintain adequate liability insurance coverage, in an amount not less than \$2,000,000, for the duration of this contract as follows: (1) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the emergency medical services as described in this contract; (2) auto liability, including but not limited to, all vehicles and equipment used in responding to a Weston Township emergency medical services call; (3) errors, omissions, malpractice and liability coverage; and (4) umbrella / excess insurance. The cost of all insurance shall be borne by the Village of Weston. Weston Township, and its Board of Trustees, are endorsed as additional insured on the policies. All insurance certificates and endorsements shall be provided to Weston Township upon execution of this amendment.

#### **ARTICLE VI. RECORDS**

The Village of Weston shall deliver copies of all log reports within seven (7) days upon request by the Weston Township Trustees.

The Village of Weston shall send a copy of each run report to the Division of EMS.

## **ARTICLE VII NON-DISCRIMINATION CLAUSE**

It is understood and agreed that, in compliance with the provisions of Section 125.111, Revised Code of Ohio, the Village or any person acting on behalf of the Village shall not:

1. Discriminate by reason of race, color, religion, sex, handicap, age, national origin or ancestry against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

2. Discriminate in any manner against or intimidate any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, handicap, age, national origin or ancestry.

## **ARTICLE VIII. SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

## **ARTICLE IX. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

## **ARTICLE X. NOTICE**

Any notice required to be given herein shall be sent to the parties at their respective address below. Any changes to a party's address must be provided in writing.

## **ARTICLE XI. AUTHORITY**

The Council of the Village has authorized the Mayor to execute this agreement on behalf of the Village, and all deliberations concerning this agreement were held at meetings open to the public in accordance with Ohio's Sunshine Laws.

Village of Weston  
13234 Main Street  
P.O. Box 354  
Weston, Ohio 43569


Weston Township  
14024 Van Tassel Rd  
Weston, Ohio 43569

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as evidenced by their signatures below.

Village of Weston

Weston Township

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Trustee

Jeremy Schroeder  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

12/16/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Approved as to form

Approved as to form

\_\_\_\_\_  
Solicitor  
Village of Weston

\_\_\_\_\_  
Counsel  
Weston Township

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EMERGENCY MEDICAL SERVICES CONTRACT**

**WHEREAS**, the Village of Weston (Ohio) and the Village of Milton Center (Ohio) entered into an Emergency Medical Services Contract (the "Contract") on November 8, 2022.

**WHEREAS**, the parties desire to extend the Contract for one additional year.

**NOW, THEREFORE** it is agreed between the Village of Weston (Ohio) and the Village of Milton Center (Ohio):

### **ARTICLE I. AUTHORITY**

The Village of Weston, a statutory Village, represents that it has the authority to operate the Weston Emergency Medical Service.

### **ARTICLE II. PERSONNEL**

The Village of Weston represents that the Weston Emergency Medical Service personnel are, at a minimum, certified pursuant to Ohio Revised Code §4765.30.

### **ARTICLE III. OPERATION AND EXPENSES**

The Village of Weston shall furnish emergency medical services (EMS) to the residents, residential and commercial, of the Village of Milton Center on a call-by-call basis. The Village of Weston shall comply with all applicable statutes, ordinances, and regulations related to providing EMS to the Village of Milton Center, including, but not limited to, the use and maintenance of protected health information in compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

For such services, the Township shall annually pay to the Village the following sums: for 2025 \$1,180.00, payable April 1, 2025, (collectively, the EMS Fee). The Village of Weston shall arrange billings to patients from all "runs" conducted in Milton Center. In the event such billings remain unpaid, Milton Center shall reimburse the Village of Weston for those unpaid accounts, including "hardship" cases, (collectively Reimbursements). The EMS Clerk shall prepare a statement of all unpaid billings for runs within Milton Center through the end of the calendar year and shall present such Reimbursement request to Milton Center on or about March 1 the following year, payment for which is due the Village of Weston by Milton Center not later than April 1.

This Emergency Medical Services Contract shall be effective January 1, 2025, through December 31, 2025, unless terminated by law or by written notice to the other party of its intention to cancel this Contract not less than sixty (60) days from giving such notice. Expiration or termination of this Contract shall not excuse untimely payment of the EMS Fee by the Village of Milton Center, nor prevent collection of such fees by the Village of Weston.

The Village of Weston shall be solely liable for the maintenance and upkeep of its ambulance(s), shall provide medical supplies and medicines to Village of Milton Center at no additional cost other than the EMS Fee due the Village and shall be responsible for all charges incurred with the operation of its business and shall hold Village of Milton Center harmless from the same.

#### **ARTICLE IV. INDEMNIFICATION**

The Village of Weston and its respective officials, employees, agents, and assigns shall be responsible for any and all liabilities, claims, losses, damages or expenses including but not limited to personal injury, death, or other property damage which arise from its own acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, or the laws of the State of Ohio. In no event shall Village of Milton Center be liable for any costs, other than the EMS Fee and Reimbursements due the Village of Weston by the Village of Milton Center pursuant to this agreement, or any indirect, consequential, incidental, special or punitive damages or lost profits. The parties agree that nothing in this provision shall be construed as a waiver of political subdivision immunity or any other defenses provided under state or federal law

The Village of Weston shall defend, indemnify and hold Village of Milton Center, its officials, employees, departments, agents and assigns harmless from any and all liabilities, claims, demands or judgments made or obtained arising out of work performed pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to intentional or negligent acts of the Village of Weston or its officials, employees, agents or volunteers. The Village of Milton Center shall give timely notice and accord to the Village of Weston the right to defend and settle all such claims.

#### **ARTICLE V. INSURANCE**

The Village of Weston shall procure and maintain adequate liability insurance coverage, in an amount not less than \$2,000,000, for the duration of this contract as follows: (1) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the emergency medical services as described in this contract; (2) auto liability, including but not limited to, all vehicles and equipment used in responding to a Village of Milton Center emergency medical services call; (3) errors, omissions, malpractice and liability coverage; and (4) umbrella / excess insurance. The cost of all insurance shall be borne by the Village of Weston. Village of Milton Center, and its Board of Trustees, are endorsed as additional insured on the policies. All insurance certificates and endorsements shall be provided to the Village of Milton Center upon execution of this amendment.

#### **ARTICLE VI. RECORDS**

The Village of Weston shall deliver copies of all log reports within seven (7) days upon request by the Village of Milton Center.

The Village of Weston shall send a copy of each run report to the Division of EMS.

**ARTICLE VII NON-DISCRIMINATION CLAUSE**

It is understood and agreed that, in compliance with the provisions of Section 125.111, Revised Code of Ohio, the Village or any person acting on behalf of the Village shall not:

1. Discriminate by reason of race, color, religion, sex, handicap, age, national origin or ancestry against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

2. Discriminate in any manner against or intimidate any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, handicap, age, national origin or ancestry.

**ARTICLE VIII. SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**ARTICLE IX. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

**ARTICLE X. NOTICE**

Any notice required to be given herein shall be sent to the parties at their respective address below. Any changes to a party's address must be provided in writing.

**ARTICLE XI. AUTHORITY**

The Council of the Village of Weston and Council of the Village of Milton Center have authorized their respective Mayors to execute this agreement on behalf of the Village, and all deliberations concerning this agreement were held at meetings open to the public in accordance with Ohio's Sunshine Laws.

Village of Weston  
13234 Main Street  
P.O. Box 354  
Weston, Ohio 43569

Village of Milton Center  
11664 Milton Center Road  
Weston, Ohio 43569

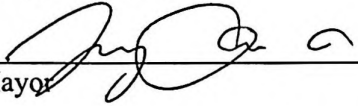


[Signature page follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as evidenced by their signatures below.

Village of Weston

Village of Milton Center

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

*Jeremy Schroeder*  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form

Approved as to form

\_\_\_\_\_  
Solicitor  
Village of Weston

\_\_\_\_\_  
Counsel  
Village of Milton Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EMERGENCY MEDICAL SERVICES CONTRACT**

**WHEREAS**, the Village of Weston (Ohio) and the Township of Milton (Ohio) entered into an Emergency Medical Services Contract (the "Contract") on December 6, 2021.

**WHEREAS**, the parties desire to extend the Contract one additional year.

**NOW, THEREFORE** it is agreed between the Village of Weston (Ohio) and the Township of Milton (Ohio):

### **ARTICLE I. AUTHORITY**

The Village of Weston, a statutory Village, represents that it has the authority to operate the Weston Emergency Medical Service.

### **ARTICLE II. PERSONNEL**

The Village of Weston represents that the Weston Emergency Medical Service personnel are, at a minimum, certified pursuant to Ohio Revised Code §4765.30.

### **ARTICLE III. OPERATION AND EXPENSES**

The Village shall furnish emergency medical services (EMS) to the residents, residential and commercial, of Milton Township on a call-by-call basis. The Village shall comply with all applicable statutes, ordinances, and regulations related to providing EMS to the Township, including, but not limited to, the use and maintenance of protected health information in compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

For such services, the Township shall annually pay to the Village the following sums: for 2025 \$3,055, payable April 1, 2025, (collectively, the EMS Fee). The Village of Weston shall arrange billings to patients from all "runs" conducted in Milton Township. In the event such billings remain unpaid, Milton Township shall reimburse the Village of Weston for those unpaid accounts, including "hardship" cases, (collectively Reimbursements). The EMS Clerk shall prepare a statement of all unpaid billings for runs within Milton Township through the end of the calendar year and shall present such Reimbursement request to Milton Township on or about March 1 the following year, payment for which is due the Village of Weston by Milton Township not later than April 1.

This Emergency Medical Services Contract shall be effective January 1, 2025, through December 31, 2025, unless terminated by law or by written notice to the other party of its intention to cancel this Contract not less than sixty (60) days from giving such notice. Expiration or termination of this Contract shall not excuse untimely payment of the EMS Fee or Reimbursements by the Township, nor prevent collection of such fees by the Village.

The Village of Weston shall be solely liable for the maintenance and upkeep of its ambulance(s), shall provide medical supplies and medicines to Milton Township at no additional cost other than the EMS Fee and Reimbursement due the Village and shall be responsible for all charges incurred with the operation of its business and shall hold Milton Township harmless from the same.

#### **ARTICLE IV. INDEMNIFICATION**

The Village of Weston and its respective officials, employees, agents, and assigns shall be responsible for any and all liabilities, claims, losses, damages or expenses including but not limited to personal injury, death, or other property damage which arise from its own acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, or the laws of the State of Ohio. In no event shall Milton Township be liable for any costs, other than the EMS Fee and Reimbursements due the Village by the Township pursuant to this agreement, or any indirect, consequential, incidental, special or punitive damages or lost profits. The parties agree that nothing in this provision shall be construed as a waiver of political subdivision immunity or any other defenses provided under state or federal law

The Village of Weston shall defend, indemnify and hold Milton Township, its officials, employees, departments, agents and assigns harmless from any and all liabilities, claims, demands or judgments made or obtained arising out of work performed pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to intentional or negligent acts of the Village of Weston or its officials, employees, agents or volunteers. Milton Township shall give timely notice and accord to the Village of Weston the right to defend and settle all such claims.

#### **ARTICLE V. INSURANCE**

The Village of Weston shall procure and maintain adequate liability insurance coverage, in an amount not less than \$2,000,000, for the duration of this contract as follows: (1) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the emergency medical services as described in this contract; (2) auto liability, including but not limited to, all vehicles and equipment used in responding to a Milton Township emergency medical services call; (3) errors, omissions, malpractice and liability coverage; and (4) umbrella / excess insurance. The cost of all insurance shall be borne by the Village of Weston. Milton Township, and its Board of Trustees, are endorsed as additional insured on the policies. All insurance certificates and endorsements shall be provided to Milton Township upon execution of this amendment.

#### **ARTICLE VI. RECORDS**

The Village of Weston shall deliver copies of all log reports within seven (7) days upon request by the Milton Township Trustees.

The Village of Weston shall send a copy of each run report to the Division of EMS.

## **ARTICLE VII NON-DISCRIMINATION CLAUSE**

It is understood and agreed that, in compliance with the provisions of Section 125.111, Revised Code of Ohio, the Village or any person acting on behalf of the Village shall not:

1. Discriminate by reason of race, color, religion, sex, handicap, age, national origin or ancestry against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

2. Discriminate in any manner against or intimidate any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, handicap, age, national origin or ancestry.

## **ARTICLE VIII. SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

## **ARTICLE IX. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

## **ARTICLE X. NOTICE**

Any notice required to be given herein shall be sent to the parties at their respective address below. Any changes to a party's address must be provided in writing.

## **ARTICLE XI. AUTHORITY**

The Council of the Village has authorized the Mayor to execute this agreement on behalf of the Village, and all deliberations concerning this agreement were held at meetings open to the public in accordance with Ohio's Sunshine Laws.

Village of Weston  
13234 Main Street  
P.O. Box 354  
Weston, Ohio 43569

Milton Township  
19441 Mermill Road  
Rudolph, Ohio 43462

[Signature page follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as evidenced by their signatures below.

Village of Weston

Milton Township

\_\_\_\_\_  
Mayor *Jim Davis*

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Print Name *Jeremy Schroeder*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date *12/16/2024*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Approved as to form

Approved as to form

\_\_\_\_\_  
Solicitor  
Village of Weston

\_\_\_\_\_  
Counsel  
Milton Township

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EMERGENCY MEDICAL SERVICES CONTRACT**

**WHEREAS**, the Village of Weston (Ohio) and the Township of Liberty (Ohio) entered into an Emergency Medical Services Contract (the "Contract") on December 6, 2021.

**WHEREAS**, the parties desire to extend the Contract for one additional year.

**NOW, THEREFORE** it is agreed between the Village of Weston (Ohio) and the Township of Liberty (Ohio):

### **ARTICLE I. AUTHORITY**

The Village of Weston, a statutory Village, represents that it has the authority to operate the Weston Emergency Medical Service.

### **ARTICLE II. PERSONNEL**

The Village of Weston represents that the Weston Emergency Medical Service personnel are, at a minimum, certified pursuant to Ohio Revised Code §4765.30.

### **ARTICLE III. OPERATION AND EXPENSES**

The Village shall furnish emergency medical services (EMS) to the residents, residential and commercial, of Liberty Township on a call-by-call basis. The Village shall comply with all applicable statutes, ordinances, and regulations related to providing EMS to the Township, including, but not limited to, the use and maintenance of protected health information in compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

For such services, the Township shall annually pay to the Village the sum of \$15,000 per year for one year beginning January 1, 2025, and continuing through December 31, 2025, (EMS Fee). The annual EMS Fee shall be payable not later than April 1, 2025.

This Emergency Medical Services Contract shall be effective January 1, 2025, through December 31, 2025, unless terminated by law or by written notice to the other party of its intention to cancel this Contract not less than sixty (60) days from giving such notice. Expiration or termination of this Emergency Medical Services Contract shall not excuse untimely payment of the EMS Fee by the Township, nor prevent collection of such fees by the Village.

The Village of Weston shall be solely liable for the maintenance and upkeep of its ambulance(s), shall provide medical supplies and medicines to Liberty Township at no additional cost other than the EMS Fee due the Village and shall be responsible for all charges incurred with the operation of its business and shall hold Liberty Township harmless from the same.

**ARTICLE IV. INDEMNIFICATION**

The Village of Weston and its respective officials, employees, agents, and assigns shall be responsible for any and all liabilities, claims, losses, damages or expenses including but not limited to personal injury, death, or other property damage which arise from its own acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, or the laws of the State of Ohio. In no event shall Liberty Township be liable for any costs, other than the EMS Fees due the Village by the Township pursuant to this agreement, or any indirect, consequential, incidental, special or punitive damages or lost profits. The parties agree that nothing in this provision shall be construed as a waiver of political subdivision immunity or any other defenses provided under state or federal law

The Village of Weston shall defend, indemnify and hold Liberty Township, its officials, employees, departments, agents and assigns harmless from any and all liabilities, claims, demands or judgments made or obtained arising out of work performed pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to intentional or negligent acts of the Village of Weston or its officials, employees, agents or volunteers. Liberty Township shall give timely notice and accord to the Village of Weston the right to defend and settle all such claims.

**ARTICLE V. INSURANCE**

The Village of Weston shall procure and maintain adequate liability insurance coverage, in an amount not less than \$2,000,000, for the duration of this contract as follows: (1) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the emergency medical services as described in this contract; (2) auto liability, including but not limited to, all vehicles and equipment used in responding to a Liberty Township emergency medical services call; (3) errors, omissions, malpractice and liability coverage; and (4) umbrella / excess insurance. The cost of all insurance shall be borne by the Village of Weston. Liberty Township, and its Board of Trustees, is endorsed as additional insured on the policies. All insurance certificates and endorsements shall be provided to Liberty Township upon execution of this amendment.

**ARTICLE VI. RECORDS**

The Village of Weston shall deliver copies of all log reports within seven (7) days upon request by the Liberty Township Trustees.

The Village of Weston shall send a copy of each run report to the Division of EMS.

**ARTICLE VII NON-DISCRIMINATION CLAUSE**

It is understood and agreed that, in compliance with the provisions of Section 125.111, Revised Code of Ohio, the Village or any person acting on behalf of the Village shall not:

1. Discriminate by reason of race, color, religion, sex, handicap, age, national origin or ancestry against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

2. Discriminate in any manner against or intimidate any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, handicap, age, national origin or ancestry.

#### **ARTICLE VIII. SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

#### **ARTICLE IX. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

#### **ARTICLE X. NOTICE**

Any notice required to be given herein shall be sent to the parties at their respective address below. Any changes to a party's address must be provided in writing.

#### **ARTICLE XI. AUTHORITY**

The Council of the Village has authorized the Mayor to execute this agreement on behalf of the Village, and all deliberations concerning this agreement were held at meetings open to the public in accordance with Ohio's Sunshine Laws.

Village of Weston  
13234 Main Street  
P.O. Box 354  
Weston, Ohio 43569

Liberty Township  
10194 Rudolph Road  
Rudolph, Ohio 43462

[Signature page follows]



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as evidenced by their signatures below.

Village of Weston

  
Mayor

Jeremy Schroeder  
Print Name

12/16/24  
Date

Liberty Township

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Approved as to form

\_\_\_\_\_  
Solicitor  
Village of Weston

\_\_\_\_\_  
Date

Approved as to form

\_\_\_\_\_  
Counsel  
Liberty Township

\_\_\_\_\_  
Date

## **EMERGENCY MEDICAL SERVICES CONTRACT**

**WHEREAS**, the Village of Weston (Ohio) and the Village of Custar (Ohio) entered into an Emergency Medical Services Contract (the “Contract”) on December 20, 2021.

**WHEREAS**, the parties desire to extend the Contract for one additional year.

**NOW, THEREFORE** it is agreed between the Village of Weston (Ohio) and the Village of Custar (Ohio):

### **ARTICLE I. AUTHORITY**

The Village of Weston, a statutory Village, represents that it has the authority to operate the Weston Emergency Medical Service.

### **ARTICLE II. PERSONNEL**

The Village of Weston represents that the Weston Emergency Medical Service personnel are, at a minimum, certified pursuant to Ohio Revised Code §4765.30.

### **ARTICLE III. OPERATION AND EXPENSES**

The Village of Weston shall furnish emergency medical services (EMS) to the residents, residential and commercial, of the Village of Custar on a call-by-call basis. The Village of Weston shall comply with all applicable statutes, ordinances, and regulations related to providing EMS to the Village of Custar, including, but not limited to, the use and maintenance of protected health information in compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

For such services, the Township shall annually pay to the Village the following sums: for 2025 \$1,180.00, payable April 1, 2025, (collectively, the EMS Fee). The Village of Weston shall arrange billings to patients from all “runs” conducted in the Village of Custar. In the event such billings remain unpaid, the Village of Custar shall reimburse the Village of Weston for those unpaid accounts, including “hardship” cases, (collectively Reimbursements). The EMS Clerk shall prepare a statement of all unpaid billings for runs within the Village of Custar through the end of the calendar year and shall present such Reimbursement request to the Village of Custar on or about March 1 the following year, payment for which is due the Village of Weston by the Village of Custar not later than April 1.

This Emergency Medical Services Contract shall be effective January 1, 2025, through December 31, 2025, unless terminated by law or by written notice to the other party of its intention to cancel this Contract not less than sixty (60) days from giving such notice. Expiration or termination of this Emergency Medical Services Contract shall not excuse untimely payment of the EMS Fee by the Village of Custar, nor prevent collection of such fees by the Village of Weston.

The Village of Weston shall be solely liable for the maintenance and upkeep of its ambulance(s), shall provide medical supplies and medicines to Village of Custar at no additional cost other than the EMS Fee due the Village and shall be responsible for all charges incurred with the operation of its business and shall hold Village of Custar harmless from the same.

#### **ARTICLE IV. INDEMNIFICATION**

The Village of Weston and its respective officials, employees, agents, and assigns shall be responsible for any and all liabilities, claims, losses, damages or expenses including but not limited to personal injury, death, or other property damage which arise from its own acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, or the laws of the State of Ohio. In no event shall Village of Custar be liable for any costs, other than the EMS Fee and Reimbursements due the Village of Weston by the Village of Custar pursuant to this agreement, or any indirect, consequential, incidental, special or punitive damages or lost profits. The parties agree that nothing in this provision shall be construed as a waiver of political subdivision immunity or any other defenses provided under state or federal law

The Village of Weston shall defend, indemnify and hold Village of Custar, its officials, employees, departments, agents and assigns harmless from any and all liabilities, claims, demands or judgments made or obtained arising out of work performed pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to intentional or negligent acts of the Village of Weston or its officials, employees, agents or volunteers. The Village of Custar shall give timely notice and accord to the Village of Weston the right to defend and settle all such claims.

#### **ARTICLE V. INSURANCE**

The Village of Weston shall procure and maintain adequate liability insurance coverage, in an amount not less than \$2,000,000, for the duration of this contract as follows: (1) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the emergency medical services as described in this contract; (2) auto liability, including but not limited to, all vehicles and equipment used in responding to a Village of Custar emergency medical services call; (3) errors, omissions, malpractice and liability coverage; and (4) umbrella / excess insurance. The cost of all insurance shall be borne by the Village of Weston. Village of Custar, and its Board of Trustees, are endorsed as additional insured on the policies. All insurance certificates and endorsements shall be provided to the Village of Custar upon execution of this amendment.

#### **ARTICLE VI. RECORDS**

The Village of Weston shall deliver copies of all log reports within seven (7) days upon request by the Village of Custar.

The Village of Weston shall send a copy of each run report to the Division of EMS.

## **ARTICLE VII NON-DISCRIMINATION CLAUSE**

It is understood and agreed that, in compliance with the provisions of Section 125.111, Revised Code of Ohio, the Village or any person acting on behalf of the Village shall not:

1. Discriminate by reason of race, color, religion, sex, handicap, age, national origin or ancestry against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

2. Discriminate in any manner against or intimidate any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, handicap, age, national origin or ancestry.

## **ARTICLE VIII. SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

## **ARTICLE IX. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

## **ARTICLE X. NOTICE**

Any notice required to be given herein shall be sent to the parties at their respective address below. Any changes to a party's address must be provided in writing.

## **ARTICLE XI. AUTHORITY**

The Council of the Village of Weston and Council of the Village of Custar have authorized their respective Mayors to execute this agreement on behalf of the Village, and all deliberations concerning this agreement were held at meetings open to the public in accordance with Ohio's Sunshine Laws.

Village of Weston  
13234 Main Street  
P.O. Box 354  
Weston, Ohio 43569

Village of Custar  
P.O. Box 128  
Custar, Ohio 43511

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as evidenced by their signatures below.

Village of Weston

  
\_\_\_\_\_  
Mayor

*Jeremy Schroeder*  
\_\_\_\_\_  
Print Name

*12/16/24*  
\_\_\_\_\_  
Date

Village of Custar

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Approved as to form

\_\_\_\_\_  
Solicitor  
Village of Weston

\_\_\_\_\_  
Date

Approved as to form

\_\_\_\_\_  
Counsel  
Village of Custar

\_\_\_\_\_  
Date