

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH THE VILLAGE OF MORELAND HILLS  
FOR THE PROVISION OF FIRE PREVENTION AND PLAN  
REVIEW SERVICES BY THE VILLAGE OF CHAGRIN  
FALLS TO THE VILLAGE OF MORELAND HILLS, AND  
DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with a municipal corporation or non-profit organization owning and operating firefighting equipment for fire protection services; and

WHEREAS, Ohio Revised Code Section 9.482 provides additional authority for political subdivisions to contract to provide services across municipal borders; and

WHEREAS, the Village of Chagrin Falls desires to provide fire prevention and plan review services to the Village of Moreland Hills; and

WHEREAS, the Village of Moreland Hills desires to receive fire prevention and plan review services from the Village of Chagrin Falls in accordance with the terms and conditions of the Agreement for Fire Prevention Services between the Village of Moreland Hills, Ohio, and the Village of Chagrin Falls, Ohio; and

WHEREAS, this Council desires to authorize the Mayor to execute such an Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with the Village of Moreland Hills to provide fire prevention and plan review services. A copy of the agreement is appended hereto and incorporated herein by reference. The Mayor may execute such further documentation and perform such additional actions as may be necessary to accomplish the purpose of the agreement.

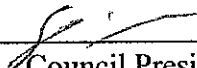
SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof

Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of this Village and for the further reason that this Ordinance must be immediately effective so that the Village may begin providing fire prevention and plan review services to the Village of Moreland Hills; wherefore, provided it receives the requisite number of affirmative votes of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: August 12, 2013

  
\_\_\_\_\_  
Council President

Submitted to the Mayor for  
his approval on this

13 day of August, 2013

Approved by the Mayor

August 13, 2013

  
\_\_\_\_\_  
Mayor

I hereby certify that Ordinance No. 2013- 50 was duly enacted on the 12 day of August, 2013, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

  
\_\_\_\_\_  
Clerk of Council

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VILLAGE OF  
CHAGRIN FALLS

**AGREEMENT  
FOR FIRE PREVENTION SERVICES  
BETWEEN  
THE VILLAGE OF CHAGRIN FALLS, OHIO  
AND  
THE VILLAGE OF MORELAND HILLS, OHIO**

This Agreement is made and entered into this 12<sup>th</sup> day of June, 2013, by and between the **Village of Chagrin Falls, Ohio** ("**Chagrin Falls**"), an Ohio Municipal Corporation, with offices at 21 West Washington Street, Chagrin Falls, Ohio and the **Village of Moreland Hills, Ohio** ("**Moreland Hills**"), an Ohio Municipal Corporation, with offices at 4350 S.O.M. Center Road, Chagrin Falls, Ohio, for fire prevention services. **Chagrin Falls** and **Moreland Hills** may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Ohio Revised Code §9.48 authorizes a governmental entity to contract with other governmental entities for the acquisition of equipment, materials, supplies, or services and to charge a reasonable fee for providing such goods or services; and

WHEREAS, Ohio Revised Code §9.60 authorizes a governmental entity to contract with a municipal corporation or nonprofit organization owning and operating firefighting equipment for fire protection services; and

WHEREAS, **Moreland Hills** has entered into an agreement with the Chagrin Falls Suburban Volunteer Firemen's Association, a nonprofit corporation, for fire protection and emergency medical services; and

WHEREAS, such agreement expressly states that the Chagrin Falls Suburban Volunteer Firemen's Association does not provide fire prevention or plan review services; and

WHEREAS, **Moreland Hills** desires to obtain fire prevention and plan review services from Chagrin Falls; and

WHEREAS, **Chagrin Falls**, in accordance with Section 1501.02 of the Codified Ordinances of the Village of Chagrin Falls, has established a Bureau of Fire Prevention within its municipal Fire Department; and

WHEREAS, **Chagrin Falls** desires to provide fire prevention and plan review services to **Moreland Hills** in accordance with the terms and conditions of this Agreement for Fire Prevention Services ("Agreement");

WHEREAS, the Chagrin Falls Council and the Moreland Hills Council have passed legislation authorizing this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the Parties, intending to be legally bound, agree as follows:

## ARTICLE I — CHAGRIN FALLS RESPONSIBILITIES

**Chagrin Falls** agrees to provide the services set forth in Article III, Scope of Services. **Chagrin Falls** agrees that all services will be provided in accordance all applicable laws and regulations and agrees to consult with and communicate with the Chagrin Falls Suburban Volunteer Fireman's Association as may be necessary to ensure the proper provision of fire prevention services to **Moreland Hills**.

**Chagrin Falls** also agrees to maintain a Bureau of Fire Prevention within the Fire Department and to appoint an Officer in Charge of the Bureau of Fire Prevention. The Bureau of Fire Prevention is currently comprised of the Officer in Charge and two (2) Fire Prevention Officers. For purposes of this Agreement, "Fire Prevention Officer" and "Fire Prevention Officers" means the Officer in Charge of the Bureau of Fire Prevention and those members of the Chagrin Falls Fire Department designated Fire Prevention Officers by the Chagrin Falls Chief of Fire.

**Moreland Hills** acknowledges that the appointment of individuals to the position of Fire Prevention Officer is totally within the discretion of **Chagrin Falls** and its Fire Chief as are the number of Fire Prevention Officers. **Moreland Hills** further acknowledges that the Fire Prevention Officers are under the direct control and supervision of the Chagrin Falls Fire Chief.

**Chagrin Falls** agrees to provide the Bureau of Fire Prevention and Fire Prevention Officers with adequate space, materials, and equipment to perform the services required by this Agreement and agrees to provide Fire Prevention Officers with the appropriate continuing education. **Chagrin Falls** agrees that the services required by this agreement will be provided by the Bureau of Fire Prevention under the authority of the Chagrin Falls Chief of Fire. **Chagrin Falls** agrees to provide the Moreland Hills Chief of Police with written notice of any change of personnel relating to the Bureau of Fire Prevention.

**Chagrin Falls** acknowledges and agrees that Fire Prevention Officers and/or any other employee of **Chagrin Falls** providing services pursuant to this Agreement are employees of **Chagrin Falls** and not **Moreland Hills**,

## ARTICLE II — MORELAND HILLS RESPONSIBILITIES

**Moreland Hills** agrees to cooperate with the **Village of Chagrin Falls** in its provision of fire prevention services and to compensate **Chagrin Falls** for services rendered in accordance with Article VI of this Agreement. **Moreland Hills** acknowledges that the Fire Prevention Officers are appointed by **Chagrin Falls** and report to the Chagrin Falls Chief of Fire. **Moreland Hills** further acknowledges that all inspections shall be in accordance with state and local law.

**Moreland Hills** shall supply three (3) copies of the relevant sections of the Codified Ordinances of the **Village of Moreland Hills** with updates to the Chagrin Falls Fire Department for use by the Fire Prevention Officers.

## ARTICLE III — SCOPE OF SERVICES

**Chagrin Falls** agrees to provide the following fire prevention services to **Moreland Hills**:

### (A) General Services Provided By Fire Prevention Officers

Fire Prevention Officers shall respond to general requests by **Moreland Hills** residents for fire safety related information via e-mail and telephone. If requested by **Moreland Hills** residents, Fire Prevention Officers shall perform site visits, provided that the Village of Moreland Hills Chief of Police is notified of such site visits.

As requested and mutually scheduled by the Moreland Hills Building Inspector and/or Chief of Police with the Fire Prevention Officers, Fire Prevention Officers shall provide the following services per applicable law:

- (1) assist the Moreland Hills Law Director or Prosecuting Attorney with fire code and fire prevention related matters;
- (2) provide fire safety information at public events held within **Moreland Hills**;
- (3) assist with the planning of events in public parks;
- (4) provide guidance to the Moreland Hills Building Department on fire protection requirements and fire safety at construction sites; and
- (5) perform fire safety training classes, including fire prevention education and extinguisher training, for **Moreland Hills** entities open to the public.

### (B) Inspection Services

As requested by **Moreland Hills** property owners and residents, Fire Prevention Officers shall perform fire inspection services, including those services necessary for foster care and adoption certification.

As requested by the Moreland Hills Building Inspector and/or Chief of Police, Fire Prevention Officers shall inspect residences when severe conditions exist that endanger the occupants.

As requested by the Moreland Hills Building Inspector, Fire Prevention Officers shall inspect new and remodeled residences.

As requested and scheduled by the **Moreland Hills** Building Inspector and/or Chief of Police, and at a mutually scheduled time, Fire Prevention Officers shall inspect all schools within **Moreland Hills** for fire safety violations. **Moreland Hills** and **Chagrin Falls** acknowledge that state law requires fire inspection of schools on an annual basis.

As requested by the Moreland Hills Chief of Police, Fire Prevention Officers shall inspect firework sites for firework displays in accordance with Ohio law.

**(C) Installation Of Smoke Detectors And Development Of Fire Escape Plans**

As requested by **Moreland Hills** residents, Fire Prevention Officers will assist residents in the installation of single station battery operated smoke detectors in single family residences, including those residents seeking adoption and foster care certification.

As requested by **Moreland Hills** residents, Fire Prevention Officers will assist residents in developing fire escape plans for residences located in **Moreland Hills**.

**(D) Plan Review Services**

As requested by the Moreland Hills Building Inspector, Fire Prevention Officers shall perform plan review services for planning and zoning development with **Moreland Hills** and, if necessary, consult with a Fire Protection Engineer, with any cost incurred for the consult to be paid by **Moreland Hills**.

As requested by the Moreland Hills Building Inspector, Fire Prevention Officers shall perform plan review of fire alarm systems, fire sprinkler systems, and pre-engineered protection systems.

As requested by the Moreland Hills Building Inspector, Fire Prevention Officers shall perform plan review for underground water supplies such as fire hydrants and standpipes.

As requested and mutually scheduled by the Moreland Hills Building Inspector and/or Chief of Police with the Fire Prevention Officers, Fire Prevention Officers shall review Material Safety Data Sheets of **Moreland Hills** occupancies utilizing hazardous materials and provide advisory information relevant to fire protection and response procedures.

**(E) Testing Services**

As requested by the Moreland Hills Building Inspector, Fire Prevention Officers shall observe testing of newly installed, revised or remodeled fire protection systems.

As requested by the Moreland Hills Building Inspector, Fire Prevention Officers shall witness and approve water flow tests for sprinkler systems and standpipes.

The Fire Prevention Officers shall witness and approve fire drills of all schools located in **Moreland Hills** and review fire protection systems within the schools per law.

**(F) Special Event Services**

As requested by the Moreland Hills Chief of Police, Fire Prevention Officers shall provide standby and monitoring services for events involving fire hazards, including, but not limited to, fireworks and bonfires.

### **(G) Investigatory Services**

As requested by and under the direction of the Moreland Hills Chief of Police, and the supervision of the Chagrin Falls Fire Chief, Fire Prevention Officers shall investigate all fires within **Moreland Hills** to determine the origin, cause and circumstances of fires.

As requested by the Moreland Hills Chief of Police, Fire Prevention Officers shall investigate and work with the Moreland Hills Police Department on arson related fires and/or explosions.

Investigatory services required by the Moreland Hills Chief of Police may include:

- a) interviewing witnesses, victims, and others who may be of assistance in determining the origin, cause and circumstances of a fire;
- b) preparing and filing a written final report regarding the origin, cause, and circumstances of the fire with **Moreland Hills**; and
- c) working with insurance adjustors to obtain information through the insurance network for the purpose of determining the cause and origin of a fire and any issues that may be associated with insurance fraud.

### **(H) Code Enforcement Services**

As requested by the Moreland Hills Building Inspector, Fire Prevention Officers shall provide code enforcement services relating to the Ohio Fire Code and the Codified Ordinances of the Village of Moreland Hills.

As requested by the Moreland Hills Building Inspector and the Moreland Hills Prosecuting Attorney, Fire Prevention Officers shall write orders for correction for code enforcement issues and work with the Moreland Hills Prosecuting Attorney on matters of enforcement.

As requested by the Moreland Hills Building Inspector, Fire Prevention Officers shall advise the Building Department on fire related issues and code enforcement.

### **(I) Annual Report**

The Officer in Charge of the Fire Prevention Bureau shall file an annual report with the Moreland Hills Chief of Police summarizing all fire prevention services provided to the Village and associated charges therefor in the proceeding year.

## **ARTICLE IV — CHIEF OF FIRE**

**Chagrin Falls** and **Moreland Hills** agree that any reference to the Chief of Fire of a municipal corporation in the Ohio Revised Code and relating to the services provided by this Agreement shall mean the Fire Chief of Chagrin Falls appointed in accordance with Article VII, Section 2 of the Charter of the Village of Chagrin Falls.

## **ARTICLE V - AGREEMENT TERM AND TERMINATION**

This Agreement is effective as of the date first shown above and shall continue in effect through December 31, 2013, and thereafter the agreement shall automatically be renewed for successive one (1) year periods upon the same terms and conditions unless either party notifies the other in writing no later than 90 days prior to the expiration of its intent to amend the agreement. Either Party may terminate this agreement upon sixty (60) days written notice to the other Party, stating with particularity the reason for such termination.

## **ARTICLE VI — COMPENSATION**

**Moreland Hills** agrees to pay **Chagrin Falls** a flat fee of One Hundred Fifty Dollars (\$150.00) for any service lasting any duration of time up to and including three (3) hours. If the service exceeds three (3) hours, **Moreland Hills** agrees to pay **Chagrin Falls** \$50 per half-hour or any portion thereof. In the event any services rendered by **Chagrin Falls** to **Moreland Hills** through this agreement results in overtime liability to **Chagrin Falls**, **Moreland Hills** agrees to pay any difference between the hourly fees and the amount of the overtime liability. **Chagrin Falls** agrees to issue a monthly invoice to **Moreland Hills**, for payment of the previous months' services, and **Moreland Hills** agrees to pay such invoice within thirty (30) days of receipt.

Ohio Revised Code §5705.41 requires **Moreland Hills** to certify that the funds necessary to pay for this agreement have been appropriated and either collected or are in the process of collection. **Moreland Hills**, in accordance with Ohio Revised Code §5705.41, will initially certify this Agreement for \$\_\_\_\_\_, the compensation estimated for year one of this Agreement. Provided this Agreement is not terminated in accordance with Article V, Agreement Term and Termination, **Moreland Hills**, upon appropriation of funds by the Moreland Hills Village Council, agrees to certify additional funds to this Agreement each year that this Agreement is in effect.

## **ARTICLE VII — PERSONNEL ACTING WITHIN THE SCOPE OF EMPLOYMENT AND LIABILITY**

All personnel of **Chagrin Falls** providing fire prevention services in accordance with this Agreement shall be acting within the scope of their employment by **Chagrin Falls**, while en route to or from, and while acting within, the territory of **Moreland Hills**.

## **ARTICLE VIII - INSURANCE REQUIREMENTS (TO BE COMPLETED UPON RECEIPT OF INFORMATION FROM MORELAND HILLS INSURANCE CARRIER)**

## **ARTICLE IX – INFORMED CONSENT OF CONFLICT OF INTEREST OF LEGAL COUNSEL**

The parties acknowledge that Margaret Cannon, Village of Moreland Hills Law Director, and Stephen L. Byron, Village of Chagrin Falls Law Director, are both employed by Walter |



Haverfield LLP (“Walter | Haverfield legal counsel”). The parties further acknowledge that Ms. Cannon drafted this Agreement, including any revisions requested by the parties, for the Village of Moreland Hills and that Mr. Byron reviewed this Agreement for the Village of Chagrin Falls. The parties assert that the representation provided by Walter | Haverfield legal counsel in drafting and reviewing this Agreement was requested by each party and that each party was fully aware of the role of Walter | Haverfield legal counsel. The parties further assert that neither party objected to such representation and that both parties agree to waive any conflict.

The parties agree that the negotiations relating to the terms and provisions contained in this Agreement were discussions among the Mayor of Moreland Hills, the Mayor of Chagrin Falls, the Fire Chief of Chagrin Falls and other administrative officials. The parties further agree that Walter | Haverfield legal counsel did not negotiate material terms and provisions between the parties.

In the event of a conflict, dispute, claim or other issue relating to this Agreement by one party against another party, the parties acknowledge and agree that Walter | Haverfield legal counsel is prohibited by Rule 1.7 of the Rules of Professional Conduct from representing either party and that each party will be responsible for obtaining its own independent legal counsel.

The parties further agree and acknowledge that the intent and purpose of this Article IX is for each party to provide informed consent, in writing, of the Walter | Haverfield legal counsel conflict of interest. The parties assert that they have had an opportunity to inquire with Walter | Haverfield legal counsel and/or independent legal counsel regarding any questions or concerns relating to this Article IX and all other provisions of this Agreement.

#### ARTICLE X — MISCELLANEOUS

- A. Entire Agreement: This Agreement represents the entire and integrated agreement between **Chagrin Falls** and **Moreland Hills** and supersedes all prior negotiations, representations or agreements, either written or oral.
- B. Modification of Contract: It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both Parties in accordance with the laws of the State of Ohio.
- C. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- D. Assignment of Contract: Neither Party shall assign, delegate, or subcontract any portion of the mutual aid services without the prior written express approval of the other Party.
- E. Paragraph Headings: The section and subsection headings contained herein are solely for convenience and are of no legal significance.

- F. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio.
- G. Notices: All notices required hereunder must be in writing and shall be delivered to the addresses set forth below:

**Chagrin Falls:** Village of Chagrin Falls  
Office of the Mayor  
21 West Washington Street  
Chagrin Falls, Ohio 44022

With a copy e-mailed to the Chief Administrative  
Office of the Fire Chief at [zuganf@cffd.net](mailto:zuganf@cffd.net)

**Moreland Hills:** Village of Moreland Hills  
Office of the Mayor  
4350 S.O.M. Center Road  
Moreland Hills, Ohio 44022

With a copy e-mailed to the Deputy Finance Director  
at [finance@morelandhills.com](mailto:finance@morelandhills.com)

Any notice or communication shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date mailed if sent by overnight express delivery or U.S. Mail.

- H. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this 12 day of July, 2013.

**VILLAGE OF CHAGRIN FALLS, OHIO ("Chagrin Falls")**

By: Thomas Brick

Date: 7-12-13

Thomas Brick, Mayor  
Village of Chagrin Falls, Ohio

**Approval:**

The legal form and correctness of the written document is hereby approved.

St. M. Henrich

Law Director, Village of Chagrin Falls, Ohio

**VILLAGE OF MORELAND HILLS, OHIO ("Moreland Hills")**

By: Susan Renda

Date: 6/12/13

Mayor Susan C. Renda  
Village of Moreland Hills

**Approval:**

The legal form and correctness of the written document is hereby approved.

Margaret Anne Carson 6/26/13

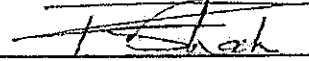
Law Director, Village of Moreland Hills, Ohio

**FINANCIAL CERTIFICATION**

I, Prashant Shah, Finance Director/Treasurer of the Village of Moreland Hills, Ohio hereby certify that the funds necessary to pay the obligation of the Fire Prevention contract in this fiscal year have been appropriated and are unencumbered and are either in the treasury or in the process of collection.

June 14, 2013

Date



Prashant Shah, Finance Director/Treasurer

Village of Moreland Hills, Ohio