

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE VILLAGE OF BENTLEYVILLE
FOR THE PROVISION OF FIRE PREVENTION AND PLAN
REVIEW SERVICES BY THE VILLAGE OF CHAGRIN
FALLS TO THE VILLAGE OF BENTLEYVILLE, 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 Bentleyville; and

WHEREAS, the Village of Bentleyville 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 Bentleyville, 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 Bentleyville 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

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 Bentleyville; 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: January 14, 2013



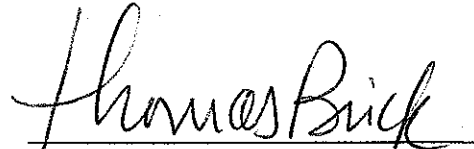
Council President

Submitted to the Mayor for
his approval on this

15 day of January, 2013

Approved by the Mayor

January 15, 2013



Mayor

I hereby certify that Ordinance No. 2013- 06 was duly enacted on the 14 day of January, 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

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

This Agreement is made and entered into this 14 day of JANUARY 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 Bentleyville, Ohio ("Bentleyville")**, an Ohio Municipal Corporation, with offices at 6253 Chagrin River Road, Ohio, for fire prevention services. **Chagrin Falls** and **Bentleyville** may be referred to herein individually as "Party" and collectively as the "Parties".

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

WHEREAS, **Bentleyville** desires to obtain fire prevention 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 services to **Bentleyville**, in accordance with the terms and conditions of this Agreement for Fire Prevention Services; and

WHEREAS, **Chagrin Falls Council** and the **Bentleyville 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 with 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 **Bentleyville**.

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.

Bentleyville 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. **Bentleyville** 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 Bentleyville Chief of Police with written notice of any changes 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 the this Agreement are employees of **Chagrin Falls** and not **Bentleyville**.

ARTICLE II – RESPONSIBILITIES

Bentleyville 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. **Bentleyville** acknowledges that the Fire Prevention Officers are appointed by **Chagrin Falls** and report to the Chagrin Falls Chief of Fire. **Bentleyville** further acknowledges that all inspection shall be in accordance with state and local law.

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

ARTICLE III – SCOPE OF SERVICES

Chagrin Falls agrees to provide the following fire prevention services to **Bentleyville**.

(A) General Services Provided By Fire Prevention Officers

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

As requested and mutually scheduled by the Bentleyville 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 Bentleyville Law Director or Prosecuting Attorney with fire code and fire prevention related matters;
- (2) provide fire safety information at public events held within **Bentleyville** ;
- (3) assist with the planning of events in public parks,
- (4) provide guidance to the 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 **Bentleyville** entities open to the public.

(B) Inspection Services

As requested by **Bentleyville** 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 Bentleyville 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 Bentleyville Building Inspector, Fire Prevention Officers shall inspect new and remodeled residences.

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

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

(D) Plan Review Services

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

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

(E) Testing Services

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

As requested by the Bentleyville 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 **Bentleyville** and review fire protection systems within the schools per law.

(F) Special Event Services

As requested by the Bentleyville 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. For fireworks displays, **Bentleyville** agrees to protect, defend, indemnify, and hold harmless the Village of Chagrin Falls, its employees, elected and appointed officials, its volunteers and the Chagrin Falls Suburban Volunteer Firemen's Association for any and all claims of damages and suits arising out of any such fireworks display. This condition may be satisfied by submission of proof of insurance coverage by the fireworks permit holder in an amount no less than Five Million Dollars (\$5,000,000.), naming the **Village of Chagrin Falls** as additional insured for liability arising from injury, death or loss to persons or property emanating from the display.

(G) Investigatory Services

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

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

Investigatory services required by the Bentleyville 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 **Bentleyville**; 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 Bentleyville Building Inspector, Fire Prevention Officers shall provide code enforcement services relating to the Ohio Fire Code and the Codified Ordinances of the Village of Bentleyville.

As requested by the Bentleyville Building Inspector and the Chagrin Falls Prosecuting Attorney, Fire Prevention Offices shall write orders for correction for code enforcement issues and work with the Bentleyville Prosecuting Attorney on matters of enforcement.

As requested by the Bentleyville 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 Bentleyville Chief of Police summarizing all fire prevention services provided to the Village and associated charges therefore in the proceeding year.

ARTICLE IV – CHIEF OF FIRE

Chagrin Falls and Bentleyville 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 21, 2012, 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 the agreement and 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

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

Ohio Revised Code Section 5705.41 requires **Bentleyville** to certify that the funds necessary to pay for this agreement have been appropriated and either collected or are in the process of collection. **Bentleyville**, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for \$150.00, the compensation required for year one of this Agreement. Provided this Agreement is not terminated in accordance with Article V, Agreement Term and Termination, **Bentleyville**, upon appropriation of funds by the Bentleyville Village Council agrees to certify additional funds to the 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 **Bentleyville**.

ARTICLE VIII – INSURANCE REQUIREMENTS (TO BE COMPLETED UPON RECEIPT OF INFORMATION FROM BENTLEYVILLE'S INSURANCE CARRIER)

ARTICLE IX – MISCELLANEOUS

- A. Entire Agreement: This Agreement represents the entire and integrated agreement between Chagrin Falls and Bentleyville 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: The 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

Village of Bentleyville: Village of Bentleyville
Office of the Mayor
6253 Chagrin River Road
Bentleyville, Ohio 44022

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 15 day of January 2013.

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

By: Thomas Brick
Thomas Brick, Mayor
Village of Chagrin Falls, Ohio

Date: JAN. 15, 2013

Approval:

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

Thomas M. Hanculak
Thomas M. Hanculak
Assistant Law Director, Village of Chagrin Falls, Ohio

VILLAGE OF BENTLEYVILLE, OHIO ("Bentleyville")

By: Leonard A. Spremulla
Leonard A. Spremulla, Mayor
Village of Bentleyville, Ohio

Date: 12/17/12

Approval:

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

Kenneth Schuman
Kenneth Schuman
Law Director, Village of Bentleyville, Ohio