

RECORD OF RESOLUTIONS

BEAR GRAPHICS 800-325-8094 FORM NO. 30045

Resolution No. 2025-17 Passed October 20, 2025

VILLAGE OF WESTON, WOOD COUNTY, OHIO

RESOLUTION NO. 2025-17

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE EMERGENCY MEDICAL SERVICES CONTRACTS

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, 2025, and

WHEREAS, the Council desires to enter into new EMS Contracts with one or more of the referenced entities.

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.

Vote On Resolution: Ayes 6 Nays 0 Abstain 0

Passed this 20th day of October, 2025.

[Signature]
PRESIDENT OF COUNCIL

[Signature]
MAYOR

ATTEST:
[Signature]
FISCAL OFFICER

CERTIFICATION
I HEREBY CERTIFY THIS TO BE A TRUE AND ACCURATE COPY OF THE VILLAGE OF WESTON RESOLUTION NUMBER 2025-17 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 10/21/2025.
[Signature]
CLERK, VILLAGE OF WESTON

EMERGENCY MEDICAL SERVICES CONTRACT

WHEREAS, This Emergency Medical Services Contract ("Agreement") is entered into between the Village of Weston, Ohio ("Village") and _____ ("Entity"), effective January 1, 2026, for the provision of emergency medical services.

NOW, THEREFORE it is agreed between the Village of Weston (Ohio) and _____ (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 Entity on a call-by-call basis. The Village shall comply with all applicable statutes, ordinances, and regulations related to providing EMS to the Entity, 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 Entity shall annually pay to the Village a flat contract rate (the "Contract Fee") as follows:

- Calendar Year 2026: _____
- Calendar Year 2027: _____
- Calendar Year 2028: _____

Each Contract Fee shall be payable not later than April 1 of the applicable contract year. The term of this Contract shall be for three (3) years, beginning January 1, 2026, and ending December 31, 2028, unless otherwise terminated by law or by written notice to the other party of its intention to cancel this Contract not less than sixty (60) days prior to the effective date of termination. Expiration or termination of this Emergency Medical Services Contract shall not excuse untimely payment of the Contract Fee by the Entity, nor prevent collection of such fees by the Village.

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) through its contracted billing provider, Medicoount. Accounts remaining unpaid shall be referred to the Ohio Attorney General's Office for collections. The Entity shall not be responsible for any unpaid EMS accounts.

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

This Agreement supersedes and replaces any prior EMS Contracts between the parties that would otherwise remain in effect as of January 1, 2026.

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 the Entity be liable for any costs, other than the EMS Contract Fee due the Village by the Entity 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 the Entity, 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 Entity 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 _____ 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. _____, and its Board of Trustees, are endorsed as additional insured on the policies. All insurance certificates and endorsements shall be provided to _____ upon execution of this amendment.

ARTICLE VI. RECORDS

The Village shall maintain all EMS run records in compliance with HIPAA, HITECH, and applicable state law. The Village shall provide the Entity with confirmation of payment of the annual Contract Fee

upon request. The Village shall comply with all state and federal reporting requirements related to EMS operations.

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

[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

Print Name

Date

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

Date