

First Reading: November 4, 2025
Second Reading: November 12, 2025
Third Reading: December 9, 2025
Effective Date: January 8, 2025

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 34 – 2025

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN
EMERGENCY MEDICAL SERVICES AGREEMENT WITH JACKSON TOWNSHIP**

WHEREAS, the Village of North Baltimore is a statutory village located in Wood County, Ohio, possessing powers of local self-government pursuant to Article XVIII, Section 3 of the Ohio Constitution; and

WHEREAS, the Village provides emergency medical services known as the North Baltimore Emergency Medical Services; and

WHEREAS, the Council of the Village of North Baltimore desires to enter into an Emergency Medical Services Agreement with Jackson Township to provide for continued and coordinated delivery of emergency medical services; and

WHEREAS, Council finds that approval of this Agreement is in the best interest of the Village and its residents.

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

Section 1. The Emergency Medical Services Agreement with Jackson Township, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the Village.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with Section 121.22 of the ORC.

Section 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

The motion to adopt the foregoing Resolution was moved by Member _____ and seconded by Member _____.

Vote on Measure: _____ Yeas _____ Nays _____ Abstentions

ADOPTED AND EFFECTIVE this _____ day of _____, 2025.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest:

Matthew Clouse, Fiscal Officer

Exhibit A

EMERGENCY MEDICAL SERVICES AGREEMENT

WHEREAS, the Village of North Baltimore, Wood County, Ohio, (Village), and the Township of Jackson, Wood County, Ohio, (Township), desire to enter into an Emergency Medical Services Agreement (the "Agreement").

NOW, THEREFORE, it is agreed between the Village of North Baltimore and the Township of Jackson:

ARTICLE I. AUTHORITY

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

ARTICLE II. PERSONNEL

The Village of North Baltimore represents that the North Baltimore 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 Jackson Township, within the Coverage Area, on a call-by-call basis. The Coverage Area for EMS shall be limited to that portion of Jackson Township south of the CSX rail line. The Village shall not be responsible for furnishing EMS outside the Coverage Area.

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 pay to the Village the annual sum of \$48,000 for each one-year period beginning January 1, 2026, and continuing through December 31, 2028, (EMS Fee). The annual fee shall be payable in two equal installments per year, with the first installment being due and payable on April 15 and the last being due and payable on September 15 of each year.

This Emergency Medical Services Agreement shall be effective January 1, 2026, through December 31, 2028, unless terminated by law or by written notice to the other party of its intention to cancel this Agreement not less than sixty (60) days from giving such notice. This agreement shall automatically continue beyond the end of the three (3) year period until a new agreement is reached or until cancellation as described above. Expiration or termination of this Emergency Medical Services Agreement shall not excuse untimely payment of the EMS Fee by the Township, nor prevent collection of such EMS Fee by the Village.

The Village shall be permitted to invoice the insurance company of the recipient of EMS services provided in Jackson Township. The Village will be billing our standard rates to the insurance company for services rendered and will receive all insurance payments as part of the contract. The Village will in return "soft bill" or not pursue payment from Jackson Township residents for expenses that their insurance company will not cover for EMS services provided.

The Village shall be solely liable for the maintenance and upkeep of its ambulance(s), shall provide medical supplies and medicines to recipients of EMS at no cost to the Township other than the EMS Fee. The Village shall be responsible for direct operating expenses incurred by the Village related to the operation of EMS, and the Village shall hold the Township harmless from the same.

ARTICLE IV. INDEMNIFICATION

The Village 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 Township be liable for any costs, other than the EMS Fees due the Village by the Township pursuant to this Agreement, or for 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 shall defend, indemnify and hold the Township, its officials, employees, departments, agents and assigns harmless from any and all liabilities, claims, demands or judgments made or obtained arising out of EMS performed by the Village 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 or its officials, employees, agents or volunteers. The Township shall give timely notice and accord to the Village of any such claims or demands and permit the Village the right to defend and settle all such claims.

ARTICLE V. INSURANCE

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

ARTICLE VI. RECORDS

The Village of North Baltimore shall deliver copies of all log reports within seven (7) days upon request by the Jackson Township Trustees, subject to federal and state privacy laws.

The Village 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 is 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 and/or the Village Administrator to execute this agreement on behalf of the Village, and all deliberations concerning this agreement were held at meetings of the Village and the Township open to the public in accordance with Ohio's Sunshine Laws.

**Village of North Baltimore
205 N. Main Street
North Baltimore, Ohio 45872**

**Jackson Township
19981 Railroad St.
Hoytville, Ohio 43529**

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

Village of North Baltimore

Jackson Township

Mayor / Village Administrator

Trustee

Print Name

Print Name

Date

Date

Trustee

Print Name

Date

Trustee

Print Name

Date

Approved as to form

Approved as to form

**Solicitor
Village of North Baltimore**

**Counsel
Jackson Township**

Date

Date