

RESOLUTION 2008-16

A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO A THREE-YEAR AGREEMENT WITH HIRAM COLLEGE FOR THE HIRAM FIRE DEPARTMENT TO PROVIDE SERVICES TO HIRAM COLLEGE AND DECLARING AN EMERGENCY.

WHEREAS, the Hiram Fire Department has provided fire and emergency service to Hiram College in the past and there is a request from Hiram College to continue these services in the years 2008, 2009 and 2010; and

WHEREAS, an agreement has been prepared that is acceptable to the Village of Hiram and Hiram College for the years 2008-2010.

NOW THEREFORE BE IT RESOLVED, by the Council of the Village of Hiram, Portage County, Ohio, two-thirds of the members thereto concurring that:

SECTION 1: The Mayor and Fiscal Officer are hereby authorized to execute an agreement with Hiram College for fire and emergency services provided by Hiram Fire Department, said agreement to be substantially in conformance with the terms and conditions as are found in exhibit "A" attached hereto and made part hereof.

SECTION 2: This Resolution is hereby declared to be an emergency measure, effective immediately upon its passage, to enable the village to continue the usual daily services for the preservation of the public health, peace, safety, and welfare within the whole of the village and because the Village is presently providing the protections set forth in the agreement.

SECTION 3: 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 the council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including §121.22 of the Revised Code of the State of Ohio.

PASSED IN COUNCIL on July 8, 2008 as an emergency

Mayor Lou Bertrand
Mayor Lou Bertrand

ATTEST:

Kay E. Ziska
Fiscal Officer

I Kay E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2008-16 has been duly posted in the required 5 places.

7-14-08
Date

Kay E. Ziska
Fiscal Officer, Village of Hiram

Exhibit "A"

AGREEMENT

WHEREAS, the Village of Hiram Police and Fire Departments have provided certain services to Hiram College since their inceptions; and, in the spirit of cooperation, the College voluntarily has provided a financial contribution to help support such services; and

WHEREAS, the Village of Hiram Police and Fire Departments, as a matter of law, provide 24-hour a day response to emergencies and requests for assistance for the Hiram College campus; and

NOW, with intent to be bound, officials of the College and the Village enter into the following agreement:

TERM:

This contract will begin January 1, 2008 for a term of three (3) years, renewable upon agreement of the parties.

SCOPE OF SERVICES:

POLICE: In addition to services required by law, the Village of Hiram Police Department will provide the following services pursuant to the agreement:

- P1: Regular car patrol of the Hiram campus on a daily basis throughout the course of each 24-hour day.
- P2: Advise the College, through appropriate personnel, of current law enforcement concerns that may impact the College.
- P3: The Department will provide 24-hour a day dispatch service for the on-campus emergency phones.
- P4: As time permits, provide foot patrols on campus grounds during evenings in the areas of Hinsdale Courtyard, Martin Common, and the athletic fields.
- P5: Maintain a regular line of communication with the College by weekly meeting with the appropriate staff.
- P6: Assist with Hiram College Bookstore security.
- P7: Provide an officer to assist with traffic and planning for Freshman Arrival Day and be present during Freshman Arrival Day and Opening Convocation procession.
- P8: Provide money escorts for deposit, e.g., Theatre Box Office, Business Office.

- P9: Assist with removal of illegally parked or abandoned vehicles on the Hiram Campus.
- P10: Assist, as available, Hiram College security with escort for Hiram College students and staff.
- P11: Provide officer(s) for all men's and women's intercollegiate home football (2), volleyball (1), basketball (2), soccer (1), baseball (1), and rugby (1) games if held on campus. The Hiram College Athletic Department will assign a contact person who will be responsible for notifying the Police Department of all schedule changes.
- P12: Provide officer(s) for Commencement, Homecoming and other special events as requested by the College on a fee-for-service basis.
- P13: Provide officer(s) for College dances and social events upon request on a fee-for-service basis.
- P14: Such other assistance, duties or responsibilities as shall be agreed to by the parties.
- P15: By request and prior approval, up to ten free passes will be issued to the Police Department for use of the athletic facilities under the same conditions as facilities are made available to College employees.
- P16: Provide weekly reports of police activity involving the college (students and others). This should be the same information that is ultimately required for inclusion in the annual Student Right to Know (Cleary) Report.
- P17: In the event that Hiram College receives the Department of Education Emergency Management in Higher Education grant, the Village of Hiram Police Department will comply with the grant Partnership Agreement already endorsed and submitted with the grant proposal.

FIRE: In addition to services required by law, the Village of Hiram Fire Department will provide the following services pursuant to the agreement:

- F1: Advise the College, through appropriate personnel, of current fire and life-safety issues that may impact the College.
- F2: The Department will provide 24-hour a day dispatch service for the on-campus emergency phones.
- F3: Maintain regular lines of communication with the College by meeting with the appropriate staff.

- F4: Assist, upon request, with the training of Hiram College faculty, staff and students regarding fire department-related life-safety issues.
- F5: Continue the program of Hiram College facility inspection for purposes of code compliance. The Department will notify appropriate College officials a minimum of 5 days before any routine inspection and system test.
- F6: Provide an ambulance and certified attendants for all intercollegiate home football games.
- F7: Provide an ambulance and certified attendants for Commencement, the Hiram Hustle road race and the Run for Grace and Andy.
- F8: Such other assistance, duties or responsibilities as shall be agreed to by the parties.
- F9: By request and prior approval, up to ten free passes will be issued to the Fire Department for use of the athletic facilities under the same conditions as facilities are made available to College employees.
- F10: In the event that Hiram College receives the Department of Education Emergency Management in Higher Education grant, the Village of Hiram Fire Department will comply with the grant Partnership Agreement already endorsed and submitted with the grant proposal.

FINANCIAL CONTRIBUTION:

For the year ended December 31, 2008, the College shall contribute a total of \$61,000 to the Village. For the year ended December 31, 2009, the College shall contribute a total of \$64,050. For the year ended December 31, 2010, the College shall contribute a total of \$66,600. These contributions will be paid in four equal quarterly installments during the first year of the contract.

CHANGES OR AMENDMENTS:

The within agreement may be amended in writing by mutual consent.

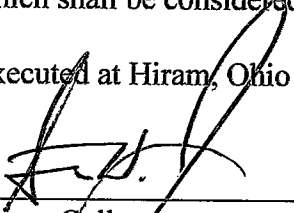
CANCELLATION:

Either party may cancel this agreement upon providing ninety (90) days written notice of such intention to the other party.

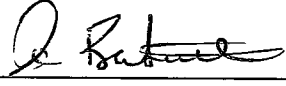
COUNTERPART EXECUTION:

The parties have affixed their signatures to two copies of the written agreement each of which shall be considered an original.

Executed at Hiram, Ohio this 13th day of June, 2008.



Hiram College
By: Stephen W. Jones
Chief Financial Officer
Vice President for Business and Finance



Village of Hiram
Hon. Louis R. Bertrand
Mayor