



**AMENDED
PIQUA CITY SPECIAL COMMISSION MEETING
MONDAY, JANUARY 29, 2024
4:30 PM
ADMINISTRATIVE CONFERENCE ROOM – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

REGULAR PIQUA CITY COMMISSION MEETING

NEW BUSINESS

1. RESOLUTION NO. R-22-24

An emergency resolution authorizing the city manager to enter into an agreement with Piqua City Schools for Fire and Ambulance Services

2. RESOLUTION NO. R-23-24

An emergency resolution authorizing the city manager to enter into an agreement with Upper Valley Career Center for Fire and Ambulance Services

ADJOURNMENT

RESOLUTION NO. R-22-24

**AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH PIQUA CITY SCHOOLS FOR
FIRE AND AMBULANCE SERVICES**

WHEREAS, the City and Piqua City Schools believe that it is important to provide the staff and students of Springcreek Elementary School, professional and highly trained Fire and EMS providers in the event of an emergency; and

WHEREAS, the cooperation between the City and Piqua City Schools is in the best interest of the citizens of Piqua, and the students and staff of Springcreek School.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The City Manager is authorized to enter into an agreement with Piqua City Schools to provide Fire and EMS services to the school, which is located in Springcreek Township, and in accordance with the attached agreement, Exhibit A; and

SEC. 2: This Resolution is declared an emergency for immediate preservation of the public peace, health, or safety in the City of Piqua and shall take effect and be in force from and after passage.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
DIANA TAMPLIN
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by _____
seconded by _____ and on roll call the following vote ensued:

Mayor Kris Lee	_____
Commissioner Paul Simmons	_____
Commissioner Jim Vetter	_____
Commissioner Thomas Hohman	_____
Commissioner Frank DeBrosse	_____

AGREEMENT TO PROVIDE FIRE AND AMBULANCE SERVICE BETWEEN THE CITY OF PIQUA AND THE PIQUA CITY SCHOOLS

ARTICLE I PARTIES

The parties to this instrument are the City of Piqua, Ohio (“the City”), acting by and through the City Manager as authorized by the Piqua City Commission, and the Piqua Fire Department and Piqua City Schools, of Piqua, Ohio (“PCS”).

ARTICLE II PURPOSE

The City of Piqua and the Piqua City Schools believe it is important to provide the staff and students of Springcreek Elementary School, professional and highly trained fire and EMS providers in the event of an emergency at the Elementary School located at 145 E. St. Rt. 36, Piqua, Ohio; and

This Agreement demonstrates the City’s and the Piqua City Schools’ commitment to being proactive by providing a safe and secure environment to the students and staff members of the school. This agreement further demonstrates the belief held by PCS and the City that cooperation between the two entities is in the best interests of the citizens of Piqua and those students and staff attending Springcreek school.

ARTICLE III AGREED SERVICES

Agreed Services. The Piqua City School District and the City of Piqua shall notify Miami County 911 emergency call center that the City of Piqua Fire Department shall be designated the first responder to Springcreek School for all emergency calls requiring Fire or EMS services to the school. The notification shall occur immediately upon the signing of this agreement.

Scope of Duties. The City of Piqua agrees to provide Fire and EMS services to the school and acknowledges that a vast majority of the students attending Piqua City Schools are residents of the City of Piqua, and therefore it waives any individual charges for any service call to the school.

ARTICLE IV LIABILITY INSURANCE

Each party shall notify their liability carrier for purposes of obtaining their own necessary insurance as neither party is responsible to insure the other party. Nothing in the performance of this Agreement shall impose liability for claims against PCS or the City for the duties performed by the Fire and EMS personnel. Each party shall be responsible for its own actions under the terms of this Agreement.

ARTICLE V
POLICIES AND PROCEDURES

Marketing. Prior to any media releases by PCS regarding the designation of the Fire Department as the designated First Responder for the Piqua City School District, the City shall be given notice of the media release and an opportunity to review the release.

Governing Policy. The policies and procedures of the City of Piqua and the Piqua Fire Department shall govern the Fire Department employees in the performance of their duties.

Access to Springcreek School. Piqua Fire Department personnel shall have unfettered access to Springcreek School during the performance of its duties under this contract.

Assignability. This Agreement shall not be assignable by either party.

Term. The term of this Agreement shall be for the 2023-2024, and 2024-2025 Piqua City School years, but may be terminated sooner if the Springcreek School property is annexed into the City of Piqua.

This Agreement has been executed by the representatives of each party on the dates indicated below.

CITY OF PIQUA, OHIO

PIQUA CITY SCHOOLS

By: _____
L. Paul Oberdorfer, City Manager

By: _____
Dwayne Thompson, Superintendent

Dated: _____, 2024

Dated: _____, 2024

RESOLUTION NO. R-23-24

**AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH UPPER VALLEY CAREER
CENTER FOR FIRE AND AMBULANCE SERVICES**

WHEREAS, the City and Upper Valley Career Center (UVCC) believe that it is important to provide the staff, students, and users of UVCC owned properties, professional and highly trained Fire and EMS providers in the event of an emergency; and

WHEREAS, the cooperation between the City and Upper Valley Career Center is in the best interest of the citizens of Piqua, and the students, staff, and users of UVCC properties.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The City Manager is authorized to enter into an agreement with Upper Valley Career Center to provide Fire and EMS services to their property, which is located in Springcreek Township, and in accordance with the attached agreement, Exhibit A; and

SEC. 2: This Resolution is declared an emergency for immediate preservation of the public peace, health, or safety in the City of Piqua and shall take effect and be in force from and after passage.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
DIANA TAMPLIN
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by _____

seconded by _____ and on roll call the following vote ensued:

Mayor Kris Lee	_____
Commissioner Paul Simmons	_____
Commissioner Jim Vetter	_____
Commissioner Thomas Hohman	_____
Commissioner Frank DeBrosse	_____

AGREEMENT TO PROVIDE FIRE AND AMBULANCE SERVICE
BETWEEN THE CITY OF PIQUA AND THE UPPER VALLEY CAREER CENTER

**ARTICLE I
PARTIES**

The parties to this instrument are the City of Piqua, Ohio ("the City"), acting by and through the City Manager as authorized by the Piqua City Commission, and the Piqua Fire Department and Upper Valley Career Center, of Piqua, Ohio ("UVCC").

**ARTICLE II
PURPOSE**

The City of Piqua and the Upper Valley Career Center believe it is important to provide the staff and students of Upper Valley Career Center, professional and highly trained fire and EMS providers in the event of an emergency at the property located on any UVCC real property located in the Piqua City School District, Piqua, Ohio; and

This Agreement demonstrates the City's and the Upper Valley Career Center's commitment to being proactive by providing a safe and secure environment to the employees, staff and students of the Career Center. This agreement further demonstrates the belief held by UVCC and the City that cooperation between the two entities is in the best interests of the citizens of Piqua and those employees, students and staff present at the above-stated location.

**ARTICLE III
AGREED SERVICES**

Agreed Services. The Upper Valley Career Center and the City of Piqua shall notify Miami County 911 emergency call center that the City of Piqua Fire Department shall be designated the first responder to all of its real property located in the Piqua City School District, Piqua, Ohio for all emergency calls requiring Fire or EMS services at said property. The notification shall occur immediately upon the signing of this agreement.

Scope of Duties. The City of Piqua agrees to provide Fire and EMS services to UVCC and acknowledges that a vast number of employees and staff of Upper Valley Career Center contribute to the community by paying local income tax, and therefore the City of Piqua waives any individual charges for any service call to the above-stated property.

**ARTICLE IV
LIABILITY INSURANCE**

Each party shall notify their liability carrier for purposes of obtaining their own necessary insurance as neither party is responsible to insure the other party. Nothing in the performance of this Agreement shall impose liability for claims against UVCC or the City for the duties performed by the Fire and EMS personnel. Each party shall be responsible for its own actions under the terms of this Agreement.

**ARTICLE V
POLICIES AND PROCEDURES**

Marketing. Prior to any media releases by UVCC regarding the designation of the Fire Department as the designated First Responder for the Upper Valley Career Center property, the City shall be given notice of the media release and an opportunity to review the release.

Governing Policy. The policies and procedures of the City of Piqua and the Piqua Fire Department shall govern the Fire Department employees in the performance of their duties.

Access to UVCC Property. Piqua Fire Department personnel shall have unfettered access to the UVCC property during the performance of its duties under this contract.

Assignability. This Agreement shall not be assignable by either party.

Term. The term of this Agreement shall be for the 2023-2024, and 2024-2025 UVCC School years, but may be terminated sooner if the UVCC property is annexed into the City of Piqua.

This Agreement has been executed by the representatives of each party on the dates indicated below.

CITY OF PIQUA, OHIO

UPPER VALLEY CAREER CENTER

By: _____
L. Paul Oberdorfer, City Manager

By: _____
Jason Haak, Superintendent

Dated: _____, 2024

Dated: _____, 2024