

VILLAGE OF GEORGETOWN, OHIO

RESOLUTION NO. 1202

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE EASTERN JOINT FIRE AND EMS DISTRICT FOR THE PROVISION OF FIRE AND EMS SERVICES

WHEREAS, the Eastern Joint Fire and EMS District (“EJFED”) seeks to have the Village of Georgetown Fire and EMS provide fire and EMS services to residents of the EJFED for a three (3) year period of time beginning January 1, 2020 and ending December 31, 2022; and

WHEREAS, entering into an agreement with the EJFED will result in additional annual revenue totaling \$40,000 for the Village of Georgetown to assist with fire and EMS operations.

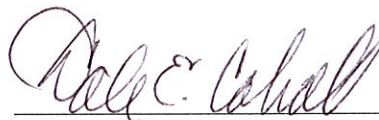
BE IT RESOLVED by the Council of the Village of Georgetown, Brown County, Ohio, a majority or more of all members thereof concurring as follows:

SECTION 1: That the Village Administrator is authorized to enter into an agreement on behalf of the Village of Georgetown with the Eastern Joint Fire and EMS District (“EJFED”) for the provision of fire and EMS services to the EJFED beginning January 1, 2020 for a three (3) year period ending December 31, 2022. A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

SECTION 2: That the Council hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of the Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and after the earliest date allowed by law.

Passed and adopted at a legally convened meeting of Council held on the 12th day of December, 2019.



Dale E. Cahall, Mayor

Attest:



Natalie K.R. Newberry, Fiscal Officer

AGREEMENT

This agreement is made and entered into by and between the Village of Georgetown, Brown County, Ohio, (the "Village"), and the Eastern Joint Fire and EMS District, Brown County, Ohio (the "EJFED"):

Rejected by EJFED

WITNESSETH

WHEREAS, by resolution passed at a regular meeting on the 12th day of December, 2019, the Village was authorized by Village Council to enter into a contract with the EJFED for the provision of fire and EMS services; and

WHEREAS, by a Resolution adopted by the Board of Directors of the EJFED on the _____ day of _____ 20____, the Board was authorized to enter into a contract with the Village for the provisions of fire and EMS services; and

WHEREAS, the parties now seek to enter into an agreement for the furnishing of fire and EMS Services to the EJFED by the Village for a period of three (3) years commencing on January 1, 2020 and ending December 31, 2022.

NOW THEREFORE, for the consideration hereafter named, the Village agrees that it will answer Fire and EMS calls for the EJFED, and its inhabitants or residents, and send fire apparatus and firemen and EMS equipment and EMTs thereto for the purpose of extinguishing fires and providing medical emergency services in the EJFED for a period of three (3) years commencing on January 1, 2020 and ending December 31, 2022.

The detailed coverage areas related to this Agreement are defined in Exhibit A attached hereto and were approved by the Franklin Township Trustees Brown County Ohio.

In consideration for the provision of the fire and EMS services provided herein, the EJFED agrees to pay the Village the sum of Forty Thousand Dollars and no/100 (\$40,000.00) annually. This annual

amount shall be paid to the Village by the EJFED in two (2) payments to be made in the month of May and November for each year of the Agreement.

It is agreed and understood by the parties that any and all liability related to the performance of services under this Agreement shall be governed by Ohio law.

It is further agreed and understood by the parties that while the Village agrees to use its best efforts to furnish Fire and EMS protection to the EJFED, the Village cannot guarantee service in the event the Fire and EMS equipment of the Village is otherwise engaged at a fire, or EMS equipment is on a run for which an alarm has been previously answered before receiving an alarm from the EJFED. The Village also cannot guarantee services and fire and EMS protection to properties located on roads, highways, private driveways, or lanes that are impassable or unsafe by reason of poor repair, or otherwise in an inaccessible location. The Village shall not be liable for the failure of the Village to answer calls due to the impossibility to do so, such as that caused by weather conditions, emergencies, or other acts of God.

The Village agrees that its designated Fire Chief shall serve as the Fire Prevention Officer for the EJFED within the aforementioned areas located within Franklin Township, Brown County, Ohio and shall fill out the necessary forms required as Fire Prevention Officer, and prepare, sign, and file with the State of Ohio all reports required to be made by the Fire Prevention Officer.

In Witness whereof, the Village and the EJFED have caused their names to be subscribed hereto by their authorized representatives this ____ day of _____, 20____.

VILLAGE OF GEORGETOWN, OHIO

By: _____
Dale Cahall, Mayor

Natalie K.R. Newberry, Fiscal Officer

EASTERN JOINT FIRE AND EMS DISTRICT

By: _____, Board Member

By: _____, Board Member

By: _____, Board Member

By: _____, Board Member

By: _____, Board Member

By: _____, Fire District Clerk