

RESOLUTION R41-18

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A 2 YEAR CONTRACT WITH COVINGTON FIRE & EMS FOR FIRE PROTECTION, FIREFIGHTING AND EMS SERVICES.

Whereas the Village of Covington deems it appropriate and necessary to provide for fire protection, firefighting, and EMS services to the residents of the Village of Covington and;

Whereas the Village of Covington has been in discussions with Covington Fire & EMS regarding providing such fire protection, firefighting, and EMS services and;

Whereas Covington Fire & EMS has agreed to provide the Village with fire protection and firefighting services and;

Whereas the Covington Council has determined that Covington Fire & EMS will provide these services at the most economical cost to the Village;

BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION 1: That the Village Administrator shall be authorized to enter into a 2 year contract with Covington Fire & EMS to provide fire protection, firefighting, and EMS services for the Village of Covington. Said contracts are more particularly described in Exhibit A.; and

SECTION 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED December 17, 2018:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk/Fiscal Officer

**AGREEMENT TO FURNISH FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES TO VILLAGE OF COVINGTON, OHIO**

1. This Agreement is entered into this ____ day of December, 2018 by and between the Village of Covington, Miami County, Ohio, hereinafter called "Village", and the Covington Fire & Rescue, Inc., a Private Fire Company as defined in Ohio Revised Code Section 9.60, hereinafter called "Department".
2. This Agreement is entered into by the said Village under the authority of the Ohio Revised Code, whereby the said Village shall provide for the fire protection of the residents of the said Village, and is for complete Fire Protection Services to be provided by the Department. It is further agreed that said Department shall comply at all times with all provisions of the Ohio Revised Code which provide for Fire Protection and Firefighting Services for the said Village.

The said Village also desires to provide for the health and safety of the residents of the said Village by providing for Emergency Medical Services. This agreement includes provisions for complete Emergency Medical Services to be provided to the Village by the Department. It is further agreed that said Department shall comply at all times with all provisions of the Ohio Revised Code which provide for Emergency Medical Services for the said Village.

3. This Agreement shall be for a period of 2 years beginning on the 1st day of January, 2019 and ending the 31st day of December 2020. For services of the Department, the Village shall pay the sum represented as follows:

2019- \$ 240,000.00
2020- \$ 247,000.00
4. The Village shall pay \$20,000 per month for January through March 2019. For the remainder of 2019 the Village will pay quarterly payments of \$60,000 due by the 1st. day of June, September and December.
5. For 2020, Village will make quarterly payments (25%) due by the 1st. day of March, June, September and December.
6. For the above amount, the Department shall furnish Firefighting Equipment, properly equipped and properly manned, which are all in accordance with the Ohio Revised Code Section(s) pertaining to Fire Protection Services, and the department shall furnish an ambulance, properly equipped and properly manned, which are all in accordance with the Ohio Revised Code Section(s) pertaining to emergency medical service.
7. The Department shall provide twenty-four (24) hour Fire Protection, Firefighting and Emergency Medical Services under the contract for the inhabitants of the Village. The Department shall provide an adequate number of trained Department personnel to operate their equipment and provide Fire Protection, Firefighting Services, response to emergencies and Emergency Medical Services in the Village.
8. It shall be the responsibility of the Department to determine the number of personnel required to staff their equipment and provide Firefighting and Emergency Medical Services to the Village.
9. The Department shall additionally put forth its best effort to maintain all of its equipment in proper working condition.
10. It is understood and mutually agreed to that in addition to the Village, the Department will also provide Fire Protection and Emergency Medical Services to Newberry Township and other Governmental entities and that some equipment may on occasion not be available for short periods of time for use within the Village.

11. The Department shall maintain accurate records of all incidents relating to serving the people of the Village according to this agreement. In the event of litigation, the Department shall make available all records necessary to defend the Village and its agents, to the legal counsel of the Village or other designated representative. Should the Department fail to comply, the Department shall be responsible for payment of all costs related to the obtaining of such records including, but not limited to legal fees and court costs.
12. This Agreement shall not make Department members employees of the Village, and the Department members shall be deemed to be independent contractors. All Bureau of Workers Compensation insurance shall be the responsibility of the Department. Should any person be injured while employed with the Department, the Department shall hold free and harmless the Village from any liability resulting therein.
13. The Department shall furnish, at its own expense, all fuel, supplies, equipment, fire personnel, training, liability, disability and hospitalization insurance and shall hold the Village free and harmless from any liability caused by the Department. The Department shall name the village as an additional insured on its insurance policy. Copies of such insurance shall be provided to the Village prior to distribution of the first payment of each calendar year. Should coverage as set forth above be deemed inadequate, the Village shall have the option to terminate this agreement upon giving the Department seven (7) days prior written notice of its intent and include the reasons for termination of the agreement and the desired amounts of coverage and types of coverage the Village deems appropriate. Should the Department fail to comply within the time provided, the agreement shall terminate at the end of the seven (7) days period, unless the Village chooses to extend, in writing, the period of time that the Department has to comply with its request. In no event shall the liability coverage be less than three million dollars (\$3,000,000.00) per incident.
14. The Department shall furnish, at its own expense, one member of the Department as a candidate to serve as the Village Fire Marshall. This proposed candidate must reside within the Corporation limits of Village of Covington. The Mayor of the Village of Covington will review the qualifications of the proposed candidate and if approved by the Mayor, appoint him/her as the Village Fire Marshal for a one-year term. Any additional compensation to the Fire Marshall will be paid by the Department utilizing funds included in this contract. No additional compensation will be paid by the Village.
15. All equipment shall be the property of the Department and the Village shall have no rights in determining the operation of or the equipping of the Department, so long as the Department is in complete compliance with the State of Ohio and the Ohio Revised Code. Should the Department be unable to perform according to the terms of the Agreement, as determined solely by the Village, then the Village may terminate this Agreement at their sole discretion by immediately notifying the Department in writing.
16. Should the Department be unavailable to provide Fire Protection or Emergency Medical Services to the Village, a mutual aid agency shall be immediately contacted. This will comply with the twenty-four (24) hour Fire Protection and Emergency Medical Services stated in section 7 of this agreement. It remains the Department's responsibility to obtain and retain these mutual aid agreements.
17. Should any party to this Agreement decide not to renew it, such party shall give written notice of its intention not to renew at least sixty (60) days in advance of the termination date of the contract. If said written notice is not given, it shall be assumed that the contract will be renewed, subject to negotiations as to the terms, condition and charges. Should the parties not reach an agreement subsequent to the end of the term, the agreement may be terminated.
18. Upon signing this Agreement by all parties, this Agreement shall constitute a binding contract upon the parties, and no oral statements made prior to, nor subsequent, nor any other written contract, memorandum or otherwise shall have any binding legal effect.

19. It is mutually agreed that the terms, conditions or charges contained in this agreement shall not be changed, except in writing and signed by all parties.

20. In the event that the legislative authority of the Village and any other governmental entity create a joint fire district pursuant to Ohio Revised Code or a joint fire and ambulance district pursuant to the Ohio Revised Code and the joint district levies a tax upon the taxable property in the district, then this agreement shall terminate effective upon the joint ambulance and/or fire district receipt of levy money from the appropriate county auditor.

21. In the event that this agreement is terminated for any reason not the fault of the Village or as a result of circumstances described in Section 18 of this agreement, all monies paid to the Department, by the Village over a particular three (3) month period, shall be prorated and the balance shall be returned to the Village by the Department within ten (10) days of termination of this agreement. Failure to timely return the funds, as set forth above, shall be considered a default of this agreement and in addition to any other remedies available to the Village, either at equity or law, the Department shall reimburse the Village for any legal fees and court costs expended in the collection of this said sum. Furthermore, interest shall be charged and assessed at the rate of twelve percent (12%) per annum, compounded monthly in advance and the Department shall pay this additional sum along with the principal amount due.

The parties hereto acknowledge a receipt of a copy of this agreement and further state that they have been properly authorized to enter into said agreement.

Village of Covington Ohio

_____ Date _____
 Michael L. Busse, Village Administrator

_____ Date _____
 Brenda Carroll, Fiscal Officer

COVINGTON FIRE & RESCUE, Inc.

_____ Date _____
 President, Covington Fire & Rescue, Inc.

_____ Date _____
 Vice-President, Covington Fire & Rescue, Inc.

_____ Date _____
 Treasurer, Covington Fire & Rescue, Inc.