

**ORDINANCE:        24-39**

**PASSED: December 16, 2024**

### **FIRE CONTRACT**

This contract entered into at Spencerville, Ohio on this 1st day of January, 2025 by and between the Invincible Fire Company, Inc., (hereinafter Invincible) of Spencerville, Allen County, Ohio and the Council for the Village of Spencerville (hereinafter Village).

#### **WITNESSETH:**

With the consideration of 16.67% of the funds collected under Village Ordinance #04-37, #15-27, and #23-08 (less expense paid of collection) often referred to as the Village's one point five percent (1.5%) income tax, of which 70% of these funds shall be paid by the Village to Invincible, Invincible hereby covenants and agrees to furnish the facilities of its Fire Department, equipment, and personnel to any person within the Village requesting their services for an emergency or fire of any nature. Invincible agrees that such service shall be furnished in a prompt and efficient manner. It is mutually agreed that this agreement between the Village and Invincible shall continue from January 1, 2025 to December 31, 2025.

Both the Village and Invincible agree that in no circumstance shall Invincible be liable for any damages sustained by the Village, including damage to its property or inhabitants, for failure to answer a call, lack of speed in answering any call for services, or for any inadequacy of equipment, negligent operation of that equipment, failure to extinguish any fire, or for any other cause growing out of this Agreement for the use of Invincibles' personnel or equipment.

Both the Village and Invincible agree between the parties that the Village is not an employer nor manager of Invincible, and it is expressly agreed that Invincible is at all times relevant to the provisions of this contract an Independent Contractor, free from any conceivable control of the Village in its operations, answering of calls, use of equipment, personnel, or facilities. The Village shall not be liable for any act or omission by Invincible. The parties also agree that volunteers and employees of Invincible are not considered employees of the Village and shall not be subject to the Ohio Public Employees Retirement System (OPERS) membership through the Village.

Invincible shall, utilizing its sole discretion, determine the equipment and personnel it deploys for any emergency call and shall maintain sole discretion to determine where and when it shall dispatch the aforementioned.

It is agreed between the parties that Invincible may use the Village's water distribution system for the purpose of fighting fire at its sole discretion, free of charge, from the Village.

Further, it is agreed between the parties that the Village will pay Invincible any payments made by any insurance company or insurance carrier paid to the Village to defray the cost of firefighting or emergency services payments or made for damages, or losses suffered by Invincible, as a result of the provision of their services to the Village.


Furthermore, Invincible and the Village mutually agree that both parties will sign an Addendum to this contract, if and when it comes to fruition, for the purpose of increasing costs on the parties for a centralized dispatch location imposed by the Allen County Board of Commissioners.

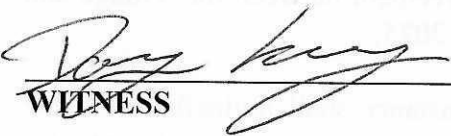
IN WITNESS WHEREOF, the parties have hereunto set their hands this 1<sup>st</sup> day of January, 2025.

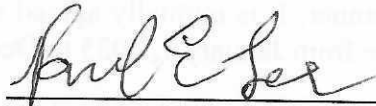
SIGNED IN THE PRESENCE OF:


INVINCIBLE FIRE, INC.

  
WITNESS

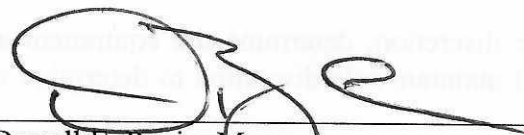
  
PRESIDENT

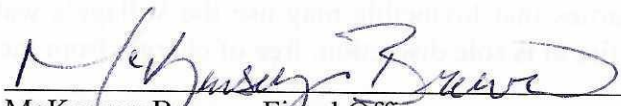
  
WITNESS

  
VICE PRESIDENT

  
TRUSTEE

  
TRUSTEE

APPROVED:   
Darrell E. Pugin, Mayor

ATTEST:   
McKensy Brewer, Fiscal Officer