

RESOLUTION NO. R2022-003

**CONTRACT TO FURNISH EMERGENCY MANAGEMENT  
BETWEEN WOOD COUNTY, OHIO AND THE**

***Village of Risingsun (City/Village/Township)***

**THIS AGREEMENT** is entered into this 20 day of September, 2022, between the Board of County Commissioners, Wood County, Ohio (hereinafter referred to as "County") and **Village of Risingsun** (*City/Village/Township*), Wood County, Ohio (hereinafter referred to as "Political Subdivision").

**WHEREAS**, pursuant to Ohio Revised Code section 5502.271, the Board of County Commissioners established the Wood County Emergency Management Agency ("County EMA") by Resolution No. 96-396; and

**WHEREAS**, the County EMA has established a program for emergency management in Wood County that complies with sections 5502.21 to 5502.41 of the Ohio Revised Code, 42 U.S.C. 5121, et. seq. and all applicable rules and regulations adopted under those laws; and

**WHEREAS**, each political subdivision in Wood County must create a local capability for emergency management as set forth in sections 5502.26 through 5502.271 of the Ohio Revised Code; and

**WHEREAS**, under Ohio Administrative Code 4501:3-3-01, a political subdivision may create a local capability for emergency management by contract with a county that has established an emergency management program under section 5502.271 of the Ohio Revised Code; and

**WHEREAS**, the Political Subdivision herein desires to contract with Wood County and participate in the county's emergency management program.

**NOW THEREFORE**, the parties, each in consideration of the mutual promises of the other made herein, agree as follows:

**I. County Responsibilities**

The County, by and through its Emergency Management Agency agrees to:

1. Develop and maintain an all-hazards emergency operations plan ("EOP") which will coordinate the emergency management framework activities of the Political Subdivision and other political subdivisions that execute an Emergency Management Contract with Wood County.
2. Provide the Political Subdivision with any updates of the Wood County All-Hazards Plan (EOP).

**II. Political Subdivision Responsibilities**

The Political Subdivision agrees to:

1. Provide the County EMA with police, fire, EMS and public works equipment information necessary to incorporate the political subdivision into the All- Hazards Plan (EOP) and County Resource Directory for response capabilities.
2. Develop and maintain standard operating procedures (SOPs) and/or standard operating guidelines (SOGs) under the framework of the Wood County All-Hazards Plan (EOP) and National Information Management System (NIMS) requirements for responding to local emergencies.
3. Provide the County EMA with names of persons with special training for any natural, human made, or technological hazardous event.
4. Provide the County EMA names and emergency contact information for key administrative, fire, police, EMS, and public works personnel and update this list annually on or before January 31.

**III. Term of Contract**

The term of this contract shall be from January 1, 2022, through December 31, 2023, provided however, that such contract may be terminated by either party upon thirty (30) days written notice.

**IV. Compensation**

The ***Village of Risingsun*** (City/Village/Township) will pay to the TREASURER of WOOD COUNTY, for the Emergency Management Agency services mentioned above on a per capita basis based upon the 2020 official census population data as shown below:

***Village of Risingsun*** (City/Village/Township)

<b><u>YEAR:</u></b>	<b><u>POPULATION:</u></b>	<b><u>AMOUNT PER CAPITA:</u></b>	<b><u>TOTAL AMOUNT:</u></b>
<b>2022</b>	<b>541</b>	<b>55/100 (\$0.55)</b>	<b>\$297.55</b>
<b>2023</b>	<b>541</b>	<b>55/100 (\$0.55)</b>	<b>\$297.55</b>

Said payments shall be forwarded to the Wood County Emergency Management Agency, One Courthouse Square, Bowling Green, Ohio 43402.

**V. Independent Contractor**

It is mutually agreed by and between the parties that the relationship between the County and the Political Subdivision will be that of an independent contractor and no principal-agent or employer-employee relationship is created by this agreement.

**VI. Modification of Contract**

Any alteration or modification of the terms or conditions of this Agreement must be in writing and signed by all parties.

**VII. Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**VIII. Entire Agreement**

This Agreement, the schedules and all attachments designated on the face of the agreement as included shall constitute the entire Agreement of the parties and shall supersede all prior negotiations and representations, whether written or oral.

**IN WITNESS WHEREOF**, the parties, as evidence of the Agreement to the above provisions, have set their hand hereunto and affixed our signatures below:

**BOARD OF WOOD  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

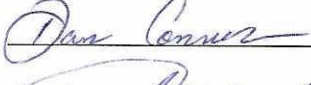
**FOR POLITICAL SUBDIVISION:**

**Village of Risingsun**  
*(City/ Village/ Township)*

9-20-2022  
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Date

  
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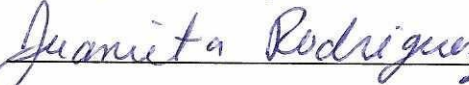
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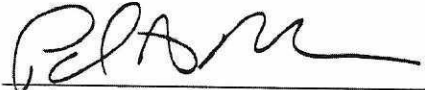
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**TEMPLATE APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Paul A. Dobson  
Wood County Prosecuting Attorney

7/20/2022  
Date

**CERTIFICATION OF AVAILABILITY OF FUNDS**

I, Dena Rathburn, Fiscal Officer for Village of Risingsun (City/ Village/ Township), certify that the money to meet this agreement has been lawfully appropriated for the purpose of this agreement and is in the treasury of Village of Risingsun or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Amount: \$ 297,55

  
\_\_\_\_\_  
Signature: Fiscal Officer

Sept. 21, 2022  
Date