

ORDINANCE NO. 99-133

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WARREN COUNTY AND ADJACENT POLITICAL SUBDIVISIONS REGARDING THE PROVISION OF MUTUAL AID ASSISTANCE

WHEREAS, Section 9.60 of the Ohio Revised Code, in order to obtain additional fire protection in the event of an emergency, authorizes a municipality to enter into contracts with one or more other political subdivisions to provide mutual assistance among the parties through the mutual exchange of police services and police equipment; and

WHEREAS, the Mason City Council has been requested to enter into such an agreement with Warren County and other adjacent political subdivisions for the provision of such mutual aid; and

WHEREAS, the Mason City Council believes that it is in the best interest of the City of Mason and its community to enter into such an agreement providing mutual assistance.

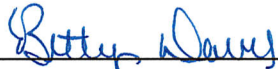
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio **seven (7)** members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into an agreement with Warren County and adjacent political subdivisions with regard to mutual aid assistance and that the terms and conditions of such Fire Protection Mutual Aid Agreement shall be as set forth in Exhibit "A", attached hereto and incorporated by reference.

Section 2. The City Manager is hereby authorized and directed to secure the execution of the Agreement by the Warren County Commissioners and any additional political subdivisions.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 13th day of September, 1999.



Mayor

ATTEST:



Clerk of Council

8/30/99

FIRE PROTECTION MUTUAL AID AGREEMENT

(A). Parties: Authority for Agreement:

- (1). The Parties to this Agreement are set forth upon Exhibit A attached hereto.
- (2). Each party to this Agreement is a Fire Fighting Agency or Private Fire Company which provides Fire Protection.
- (3). This Agreement is authorized pursuant to Ohio Rev. Code §9.60.

(B). Purpose:

- (1). The purpose of this Agreement is to provide for Fire Protection mutual aid among the various parties hereto in times of Emergency.

(C). Recitals:

- (1). It is the expressed desire of the various municipalities, townships, and other agencies located in and near the County of Warren, State of Ohio, which provide Fire Protection, to agree to unite by contract for the purpose of rendering mutual aid, assistance, Personnel, and Equipment to each other in the event of Emergency arising within their individual jurisdictions wherein their own Personnel and Equipment is deemed inadequate, and;
- (2). The citizens served by all parties will be better protected both in life and limb, as well as in property, by having available mutual aid, assistance, Personnel and Equipment of other parties to this Agreement, should an Emergency arise wherein their respective resources are deemed inadequate to meet such Emergency, and;
- (3). The preservation of life, limb, and property of the citizens of the various communities desiring to contract herein depends upon having available all possible Fire Protection assistance, Personnel, Equipment and knowledge;
- (4). This Agreement is entered into upon the following terms and conditions, by and between the parties hereto, with the mutual promises of each to the other as consideration therefor.

(D). Definitions:

- (1). As used herein:

- (a). "Emergency" means an event occurring within the jurisdiction of a Requesting Party which requires Fire Protection and for which such Requesting Party does not possess adequate Personnel and/or Equipment;
- (b). "Equipment" means all vehicles, apparatus, special and protective clothing, tools, supplies and other items which are available to be deployed at the scene of a fire and/or emergency medical occurrence.
- (c). "Fire Fighting Agency", "Fire Protection" and "Private Fire Company" have the same meaning as set forth in Ohio Rev. Code §9.60.
- (d). "Personnel" means all personnel of a party hereto whether they are qualified fire fighters, fire fighting trainees, fire investigators, fire safety inspectors, first responders, emergency medical technicians (all levels), EMT trainees and all emergency special and/or support personnel.
- (e). "Requesting Party" means a party to this Agreement and in whose jurisdiction an Emergency occurs for which such party requests the assistance of other parties to this Agreement.
- (f). "Responding Party" means a party to this Agreement who responds to a request for assistance made by a Requesting Party.

(E). Primary Responsibility:

- (1). No provision of this Agreement shall be construed as to place liability upon any other party hereto for failure to respond to a request for assistance hereunder, if, in the sole discretion of the party being requested, their services are considered to be necessary to the community or area for which they are primarily responsible.
- (2). Each party hereto is responsible for first protecting that area through which it gains its compensation, authority or jurisdiction, and that any decision to render aid to a Requesting Party hereto requesting may be limited by this principle.

(F). Request for Aid (By whom made):

- (1). A request for aid, assistance, Personnel or Equipment under the provisions of this Agreement shall be made only by the Fire Chief, Acting Fire Chief, or other person in command of a Fire Fighting Agency, Private Fire Company, EMS District or Emergency scene as a party to this Agreement.

(G). Request for Aid (Manner):

- (1). A request for aid, assistance, Personnel or Equipment under the provisions of this Agreement shall be made through the Requesting Party's original point of dispatch. Such requests shall be made, insofar as practicable, in the following manner:
 - (a). The Requesting Party same will specify what aid, assistance, Personnel or Equipment it requires.
 - (b). The Requesting Party shall state the nature and location of the Emergency where such aid is needed and to whom a Responding Party shall report.
 - (c). The Requesting Party shall cause an official entry of such request to be made on appropriate departmental records, stating the time, number of Personnel units or pieces of Equipment, and the approximate duration of time each was utilized.
 - (d). For the purposes of the above, each party shall provide each of the other parties the name and public service number of the dispatching authority for their department. Such lists shall be combined into one master list and distributed to all parties hereto as the need demands.

(H). Authority of Those Providing Aid:

- (1). The Responding Party shall have the same authority as the Requesting Party. Said authority shall begin upon receipt of request and continue until the Requesting Party advises that assistance is no longer necessary.
- (2). The officer of the Requesting Party present and in charge of the department of the Requesting Party shall have full charge of and authority over any Equipment and Personnel responding to such call.

(I). Charges:

- (1). No charge shall be made to or by any party to this Agreement for the services rendered under this Agreement, it being the expressed intention of the parties hereto that the sole consideration is the mutual promise, each to the other, of rendering aid, assistance, Personnel or Equipment to each other under the terms herein.
- (2). No part of this Agreement shall be construed as to avoid or nullify any other valid existing Agreement which may be in effect between parties hereto or with parties not entering into this Agreement.

(J). Damages - Losses - Injuries:

- (1). The parties hereto mutually agree that no Responding Party shall seek damages or reimbursement for loss or injury to Equipment from any Requesting Party; further that there shall be no reimbursement for any indemnity award or premium contribution assessed against a Responding Party for Workmen's Compensation or other benefits arising by reason of injury or death to a member of a Responding Party while engaged in rendering services under the terms of this Agreement, it being mutually agreed between the parties hereto that a Responding Party shall be solely responsible for any loss or damage sustained by themselves or their men, or losses or damages sustained by third parties injured or damaged by any act of said Responding Party in rendering aid, assistance, Personnel or Equipment under the terms of this Agreement.
- (2). Chapter 2744 of the Revised Code, insofar as it applies to the operation of Fire Departments, shall apply to each Fire Fighting Agency and Fire department members when they are rendering service outside of their own subdivisions pursuant to this Agreement.

(K). Termination Notice:

- (1). It is mutually agreed by the parties hereto that any party may terminate participation in this Agreement by giving written notice of such termination to the Warren County Prosecuting Attorney, 500 Justice Drive, Lebanon, Ohio 45036. The notice shall be by certified mail, return receipt requested. Termination shall be effective thirty (30) days after receipt thereof by the Warren County Prosecutor. Such termination or withdrawal, however, shall not be deemed termination of the Agreement as to the remaining parties hereto, and, as to those remaining, this Agreement will continue in full force and effect with the mutual promises of such parties remaining as the consideration therefor.
- (2). Upon receipt of the notice of termination, the Warren County Prosecutor will notify all other parties hereto of the details of such notice.

(L). Parties (Request For Assistance):

- (1). It is mutually agreed that requests for assistance shall be first made of those parties to this Agreement whose geographic jurisdiction is contiguous to the geographic jurisdiction of the Requesting Party. If, however, a Fire Chief, Acting Fire Chief, or other person in charge of a particular party department, in the exercise of sound discretion, feels that it would be more expedient under the circumstances, or if a specialized piece of Equipment is required for the particular Emergency, said Requesting Party may request the aid, assistance, Personnel, or Equipment of any

party to this Agreement, without regard to proximity of geographic jurisdictions, it being the express desire and intent of the parties hereto to provide for complete and total mobilization of any and all parties should such an Emergency arise.

- (2). This provision shall remain subject to the provisions of Section (E), notwithstanding.

(M). Additional Parties To Agreement:

- (1). Other agencies may be made parties to this Agreement unless any other, then current party objects thereto. Any agency which desires to be party to this Agreement shall give written notice to the Secretary of the Warren County Fire Chiefs Association. The Secretary shall notify, in writing and by certified mail, return receipt requested, all other then current parties to this Agreement (the Secretary's Notice). Any then current party to this Agreement may object to the inclusion of such agency as a party by so notifying the Secretary. The notification of objection shall be in writing and set forth with particularity the grounds for such objection. Objections will be considered by the Executive Board of the Warren County Fire Chiefs Association (the Association). The Association will sustain or overrule objections based upon whether addition of the applying party will further the purposes for which this Agreement was made.
- (2). A proposed additional party shall become a party hereto upon execution of this Agreement and after expiration of sixty (60) days from the receipt of the Secretary's Notice by each then existing party unless an objection to such proposed additional party is made and is either not withdrawn or is sustained by the Association within such period.

(N). Effective Date; Term:

- (1). This Agreement shall be effective as to all parties who have executed the same immediately upon execution.
- (2). This Agreement shall have no definite term but shall continue in force and effective as to each party unless terminated by such party pursuant to Paragraph (K) hereof or unless superseded or rescinded by a subsequent Agreement.

(O). Severability of Clause:

- (1). Should any part, section, clause or specification herein be declared unlawful or unconstitutional, the remaining parts, sections, clauses and specifications shall continue to operate as if independent thereof.

(P). Other Agreement Rescinded:

- (1). All other mutual assistance Agreements existing between the various departments are rescinded herein and are superseded by this agreement as of its effective date.

IN WITNESS WHEREOF, the undersigned, through its duly authorized agent(s) or representative(s), herein, sets its hand this ____ day of _____, 1999.

Village of _____

City of _____

Township of _____

Private Firefighting Company _____

EMS District _____

By: _____

Reviewed By: _____

Fire Chief

Here below cite the authority for the signature of the parties, together with the date of approval, passage of ordinance, etc.; also provide certification that this instrument is a true and correct copy of the ordinance or resolution as herein set forth.

I hereby certify that the signatures of the parties are correct and that the attached is a copy of the Resolution/Ordinance No. 99-133 passed by the Council/Board of City of Mason on 13th day of September, 1999.



Clerk of Council/Board

FADEERFIELD FIRE PROT. AID

EXHIBIT

Name of Agency: _____

(A). Personnel available upon request:

(1). Full-time officers:

(2). Special or part-time officers:

(B). Equipment available upon request:

EXHIBIT A

Carlisle Fire Department
Clearcreek Fire District
City of Franklin Division of Fire
City of Mason Fire Department
Deerfield Township Fire Department
Franklin Township Fire Department
Hamilton Township Fire Department
Harlan Township Fire Department
Joint Emergency Medical Service
Kings Island Fire Department
Lebanon Fire Division
Massie Township Fire Department
City of Middletown Division of Fire
Morrow Fire Department
Turtlecreek Fire Department
Union Township/South Lebanon Fire Department
Wayne Township Fire Department