

**FIRE PROTECTION & EMERGENCY MEDICAL SERVICES
MUTUAL AID AGREEMENT
Warren County, Ohio**

I. RECITALS

- (A) It is considered to be in the best interests of the Participating Entities to establish this Mutual Aid Agreement (“Agreement”) to more adequately and efficiently provide mutual assistance for the provision of fire protection and/or emergency medical services (“Services”) in the event of an Emergency arising within the boundaries of the Participating Entities’ jurisdictions.
- (B) The persons and property of the citizens of all Participating Entities will be better protected through the provision of mutual assistance under this Agreement, and thus it is the express desire of the various Participating Entities herein to agree to the provision of mutual assistance for the provision of Services between themselves.
- (C) The Participating Entities find it necessary to establish the mutual aid procedures for each of them to obtain and provide mutual assistance in the provision of Services under this Agreement.
- (D) This Agreement is authorized under Ohio Revised Code Section 9.60.

II. DEFINITIONS

- (A) Emergency - means an event occurring within the jurisdiction of a Requesting Party which requires Services and for which the Requesting Party does not possess adequate equipment or personnel.
- (B) Equipment - means all the vehicles, apparatus, tools, supplies, special and protective clothing and other items used in the delivery of fire protection and/or emergency medical services by a Participating Entity.
- (C) Participating Entity - means an Emergency Medical Service Organization, Firefighting Agency or Private Fire Company, as the same are defined in Ohio Revised Code Section 9.60, who is a party to this Agreement, as set forth in Exhibit A.
- (D) Personnel - means the employees, volunteers or members of the Participating Entity, including firefighters, firefighting trainees, fire investigators, emergency medical technicians, paramedics, and all other emergency special or support personnel.
- (E) Requesting Party - means a Participating Entity who is a party to this Agreement and who requests Services pursuant to the mutual aid procedures set forth in this Agreement.
- (F) Responding Party - means a Participating Entity who is a party to this Agreement and who responds to a Requesting Party’s request for Services pursuant to the mutual aid procedures set forth in this Agreement.
- (G) Services - means fire protection and the use of firefighting equipment and personnel and/or emergency medical services, including the provision of ambulance, emergency medical, and rescue services and the use of emergency services equipment and personnel.

WITNESSTH, that for and in consideration of the mutual promises and covenants contained herein, Participating Entities do hereby agree as follows:

1. Scope of Agreement:

- (A) This Agreement shall be binding only on the Participating Entities which authorize this Agreement. No other governmental entity or private company that is not a party to this Agreement shall be under any obligation to a Participating Entity under this Agreement.
- (B) No part of this Agreement shall be construed as to void or nullify any other valid, existing agreement or contract which may be in effect between any of the Participating Entities or between any of the Participating Entities and other entities who are not a party to this Agreement.

2. Liability:

- (A) Chapter 2744. of the Ohio Revised Code, insofar as it is applicable to the operation of fire departments or emergency medical service organizations, applies to a Participating Entity that is a political subdivision operating a fire department and/or emergency medical service organization, and to the personnel of the Participating Entity that is a political subdivision, when the personnel are rendering service pursuant to the Agreement outside of the boundaries of the Participating Entity's jurisdiction.
- (B) A Participating Entity that is a private fire company or private, nonprofit emergency medical service organization providing Services pursuant to this Agreement to a Participating Entity that is a political subdivision of this State or another jurisdiction has the same immunities and defenses in a civil action that a political subdivision has under Ohio Revised Code Section 2744.02, and the personnel of the Participating Entity that is a private fire company or private, nonprofit emergency medical service organization have the same immunities and defenses in a civil action that personnel of a political subdivision have under Ohio Revised Code Section 2744.03.
- (C) No provision of this Agreement shall be construed as to place liability upon any Participating Entity for failure to respond to a request for Services by a Requesting Party if, in the sole discretion of the Participating Entity, such response would harm or limit its primary duty to provide Services within its own jurisdiction.
- (D) Each Responding Party shall assume liability for any damages incurred by its Equipment or Personnel arising out of its provision of Services under this Agreement, including the transportation of Equipment and Personnel to and from the Emergency or for any cause that may arise out of the actions of the Responding Party's Personnel or Equipment while at the scene of the Emergency, whether or not such damages occur within the jurisdictional boundaries of the Responding Party or outside of them.

3. Procedure for Requesting Mutual Aid:

- (A) Each request for Services pursuant to this Agreement shall be made by the Fire Chief or EMS Chief, or his or her designated representative, of the Requesting Party. The individual requesting Services on behalf of the Requesting Party shall identify himself or herself, state the capacity in which he or she is acting at the time the request is made, and specify which Services, including Equipment and Personnel, is needed.

- (B) The request for Services shall be made through the Responding Party's original point of dispatch, and shall state the nature and location of the Emergency where the Services are needed and to whom the Responding Party shall report. Each Participating Entity shall provide to all other Participating Entities the name and public service number of its original point of dispatch.
 - (C) Requests for Services pursuant to this Agreement shall first be made to those Participating Entities whose geographic jurisdiction is contiguous to the geographic jurisdiction of the Requesting Party. However, if the Fire Chief or EMS Chief of the Requesting Party, or his or her designated representative, in the exercise of his or her sound discretion, determines that it would be more expedient or more responsible under the circumstances or that a specialized piece of Equipment is required, the Requesting Party may request Services from any Participating Entity without regard to proximity of geographic jurisdictions.
 - (D) Each Requesting Party shall use its discretion in the requesting of Services so that Equipment or Personnel that are not necessary to meet the Emergency are not requested of the Responding Party(ies).
 - (E) Each Participating Entity may respond to a request for Services whenever it has sufficient resources to provide such Services without endangering the lives or property or persons residing in its own jurisdiction.
 - (F) If a Participating Entity is unable to respond to a request for Services, it shall immediately notify the Requesting Party of its inability to respond to the request.
4. Authority at the Scene of the Emergency:
- (A) When Services are requested pursuant to this Agreement, the Equipment and Personnel of each Responding Party shall be subject to the authority of the Fire Chief or EMS Chief, or his or her designee, of the Requesting Party; subject, however, to the Personnel of each Responding Party receiving their direct orders from the command officer of their unit, who shall be subject to the general direction and control of the Fire Chief or EMS Chief, or his or her designee, of the Requesting Party.
 - (B) Each Responding Party shall have the same authority to provide Services within the Requesting Party's jurisdiction as the Requesting Party when such Services are provided pursuant to the terms of this Agreement. Such authority shall begin upon receipt of the Requesting Party's request for Services, and shall continue until the Emergency is terminated or the Requesting Party advises the Responding Party that its Services are no longer necessary or the Responding Party terminates its provision of Services of its own accord.
5. Personnel:
- (A) Personnel of a Responding Party providing Services outside the boundaries of the Responding Party's jurisdiction, when the provision of such Services is made pursuant to this Agreement, may participate in any pension or indemnity fund established by the Responding Party to the same extent as while acting within the boundaries of the Responding Party's jurisdiction, and are entitled to all the rights and benefits of Ohio Revised Code Chapter 4123., but only to the same extent they may participate in such pension or indemnity fund or are eligible for such rights and benefits while providing Services within the boundaries of the Responding Party's jurisdiction.

- (B) All wage and disability payments, pension, workers' compensation payments and claims, medical expenses or other employment benefits for Personnel of a Responding Party will be the responsibility of the Responding Party when its Personnel are providing Services pursuant to this Agreement; excepting, however, in cases where the Requesting Party is reimbursed for such costs from any other source (e.g., FEMA grant, federal funds, court-ordered reimbursement, etc.).
- (C) Each Responding Party shall be responsible for the actions of its Personnel, subject to the direction of the Fire Chief or EMS Chief, or his or her designee, of the Requesting Party, and to the extent specified by law.

6. Reimbursements & Recovery of Funds:

- (A) Federal or State Laws, Programs or Public Acts may provide Federal or State funds for, or allow the recovery from insurance proceeds of, costs incurred in responding to an Emergency. In such cases, the Requesting Party shall have the responsibility of recovering such funds from the appropriate State or Federal agency or from the owners or insurers of the same. If such funds are recovered, each Responding Party shall be reimbursed for its expenses incidental to its provision of Services on such Emergency. Such expenses may include, but are not limited to, actual labor costs (including benefits), equipment costs, the costs of materials or supplies and other related expenses resulting directly from the Responding Party's provision of Services at the Emergency.
- (B) For those Emergencies not specifically mentioned in paragraph 6(A), no Responding Party shall be reimbursed directly by the Requesting Party for any Services provided pursuant to this Agreement, except where a separate agreement exists between the parties regarding allocation of losses, damages, expenses or costs and/or the payment of fees.
- (C) Except as provided in paragraph 6(A), no Responding Party shall seek damages or reimbursement from the Requesting Party for loss or injury to its Equipment or Personnel resulting from the Responding Party's provision of Services under this Agreement. Further, no Responding Party shall seek reimbursement from the Requesting Party for any indemnity award, Workers' Compensation premium contribution or assessment, or for any other benefits arising from an injury or death to the Responding Party's Personnel while engaged in the provision of Services under this Agreement, except as provided in paragraph 6(A).

7. Billing for Services:

- (A) The Participating Entities agree that a Responding Party(ies) may bill insurance providers or service recipients for emergency services provided by the Responding Party when the Responding Party provides such services at an Emergency pursuant to mutual aid provided under the terms of this Agreement.
- (B) Any billing by the Responding Party(ies) under paragraph 7(A). shall be consistent with the Requesting Party's billing policies then in effect at the time such services were provided under the terms of this Agreement.
- (C) Any billing under paragraph 7(A) shall be the sole responsibility of the Responding Party(ies), including both billing and collection of charges.

8. Addition of Parties:
- (A) Other Participating Entities may be added as parties to this Agreement, unless any Participating Entity who is already a party to this Agreement objects to the addition.
 - (B) An entity that desires to be a Participating Entity (“Applying Entity”) shall give written notice of its desire to become a party to this Agreement to the Secretary of the Warren County Fire Chiefs Association (WCFCA). The Secretary shall send written notification of the Applying Entity’s request by certified mail, return receipt requested, to all current Participating Entities.
 - (C) Any Participating Entity may then object to the addition of the Applying Entity by submitting to the Secretary of the WCFCA the Participating Entity’s objection within fourteen (14) days from receipt of the Secretary’s notification under paragraph 8(B). The objection shall be in writing and shall set forth with particularity the reasons for such objection. The WCFCA Executive Board shall consider the objection within forty-five (45) days of its receipt by the Secretary, and may overrule the objection if it finds that the addition of the Applying Entity will further the purposes for which this Agreement was made.
 - (D) An Applying Entity shall become a Participating Entity under this Agreement upon its execution of the Agreement, provided that no objections have been made or have been made and overruled by the WCFCA Executive Board.
9. Withdrawal of Parties:
- (A) A Participating Entity may withdraw from this Agreement upon thirty (30) days advance, written notice. Such notice shall be delivered by certified mail, return receipt requested, to the Warren County Prosecuting Attorney, 500 Justice Drive, Lebanon, Ohio 45036. Upon receipt of such notice, the Warren County Prosecutor shall notify all other Participating Entities of the name of the Participating Entity who is withdrawing and the effective date of the withdrawal.
 - (B) The withdrawal of a Participating Entity from this Agreement shall not be deemed a termination of this Agreement, and it shall remain in full force and effect between the remaining Participating Entities.
10. Effective Date & Term:
- (A) This Agreement shall be effective as to all Participating Entities who have executed the same immediately upon their execution.
 - (B) This Agreement shall have no definite term, but shall continue in full force and effect as to each Participating Entity unless the Participating Entity has withdrawn, in accordance with paragraph 9, or until superseded or rescinded by a subsequent Agreement.
11. Amendments: The provisions of this Agreement may be altered or amended by written addendum, executed by the Participating Entities.
12. Governing Law; Severability: This Contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this Contract is held to be invalid, that provision shall be deemed deleted from this Contract and the remaining provisions shall remain in full force and effect; however if the invalid provision renders the provision of services and the intent of this Contract impractical, then this Contract shall be deemed terminated as of the date of the Court’s ruling.

13. Assignment: No Participating Entity shall assign, sublet, or transfer their interest in this Agreement to any other party.
14. Entire Agreement: This Agreement represents the entire and integrated agreement of the Participating Entities, and supersedes all prior Warren County Fire Protection Mutual Aid Agreements.

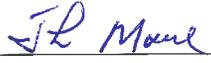
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IN WITNESS WHEREOF, the undersigned, through its duly authorized agent(s) or representative(s), herein sets its hand this 26th day of JUNE, 2014.

City of Mason
Name of Participating Entity

By:  its City Manager
Signature Title

Eric Hansen
Printed Name of Signatory

Witnessed by:

Signature

John Moore
Printed Name of Witness


Signature
JENNIFER HEFT
Printed Name of Witness

AUTHORITY:

If the named Participating Entity is a municipal corporation, township, township fire district, joint ambulance district, joint emergency medical services district or joint fire district, attach a certified copy of the ordinance or resolution approving this Agreement.

Ordinance Resolution No. _____

Passed on April 28, 2014.

EXHIBIT A

Participating Entity	Name of Dispatching Agency	Number
Carlisle Fire Department		
Clearcreek Fire District		
Deerfield Township Fire Rescue		
City of Franklin Fire & EMS Division	Franklin Police Division	(937) 746-2882
Franklin Township Fire Department		
Hamilton Township Fire Department		
Harlan Township Fire Rescue		
Joint Emergency Medical Service (JEMS)		
Kings Island Fire Department		
City of Lebanon Fire Division		
City of Mason Fire Department		
Massie Township Fire Department		
City of Middletown Division of Fire		
Salem/Morrow Fire Department		
Turtlecreek Township Fire Department		
Union Township Fire Department		
City of Monroe		
Wayne Township Fire Department		