

**RESOLUTION NO. 6 , 2015**

**A RESOLUTION AUTHORIZING THE HAMILTON COUNTY, OHIO FIRE EMS  
MUTUAL AID AGREEMENT 2015**

**WHEREAS**, R.C. § 9.60 authorizes the City to enter into agreements with other municipal corporations, townships, the county, and authorized firefighting companies and emergency medical service organizations to provide reciprocal firefighting and emergency medical service across jurisdictional lines; and

**WHEREAS**, the City has participated in both the Mutual Aid Agreement for fire and emergency medical service for many years throughout the county and the companion intrastate mutual aid compact authorized by RC § 5502.41; and

**WHEREAS**, the participating agencies administering the Mutual Aid Agreement have recommended updated revisions to the Agreement and have requested all participating jurisdictions to reaffirm their participation in the Agreement; and

**WHEREAS**, the Fire Department and Administration recommend that Council accept the revised Mutual Aid Agreement, a copy of which is attached hereto.

**NOW THEREFORE, BE IT RESOLVED**, by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** The City Manager is hereby authorized to accept and execute the attached *Hamilton County, Ohio Fire EMS Mutual Aid Agreement* ("Agreement") for and on behalf of the City. Further, the City Manager is authorized to execute any and all additional documentation as necessary to implement this revised Agreement. This Agreement shall be complimentary to and not supersede the City's participation in the intrastate mutual aid compact established by RC § 5502.41.

**SECTION 2.** This Resolution shall be in full force and effect from and after its passage.

PASSED April 1, 2015

ATTEST Connie M. Gaylor  
Connie M. Gaylor, Clerk of Council

Todd A. Steinbrink  
Todd A. Steinbrink, Mayor

APPROVED AS TO FORM:

Terrence M. Donnellon  
Terrence M. Donnellon, Law Director

GOOD WILL  
PUBLIC RELATION  
COOPERATION



STANDARDIZATION  
EDUCATION  
FRATERNAL

# Mutual Aid Agreement

January 2015

Hamilton Co, Ohio

FIRE EMS MUTUAL AID AGREEMENT

This Agreement is entered into on this 2 day of May, 2015, among the various municipalities, townships, private firefighting companies, the Hamilton County Communications Center, and the Cincinnati Communications Center located in and near Hamilton County, Ohio.

**WHEREAS**, it is the express desire of the various Fire Departments located in the municipalities, townships, private firefighting companies, fire districts, the Hamilton County Urban Search and Rescue Task Force, the Hamilton Co. Fire Investigation Unit, Command 400, Hamilton Co. Task Force One Region 6, and the Hamilton County Communications Center, located in and near Hamilton County, Ohio, to agree to unite, by this Agreement, for the purpose of rendering mutual aid, assistance, personnel, and equipment including automatic mutual aid to each other in the event of emergency situations arising within their individual jurisdictions wherein their own staffing and equipment is deemed inadequate; and

**WHEREAS**, the undersigned parties include the following participating jurisdictions: Amberley Village; Anderson Township; the City of Blue Ash; the City of Cheviot; the City of Cincinnati; Colerain Township; Crosby Township; the Deer Park – Silverton Joint Fire District; Delhi Township; the Village of Elmwood Place; the Village of Evendale; the City of Forest Park; the Village of Glendale; the Village of Golf Manor; Green Township; the Village of Greenhills; the City of Harrison; the City of Lincoln Heights; Little Miami JFD; the Village of Lockland; the City of Loveland; the Madeira Indian Hill Joint Fire District; Miami Township; the Village of Mariemont; the City of Milford; the City of Montgomery; the City of Mt. Healthy; the City of North College Hill; the City of Norwood; the City of Reading; the City of Sharonville; the City of Springdale; Springfield Township; the Village of St. Bernard; Sycamore Township; Symmes Township; the Village of Terrace Park; Whitewater Township; the Village of Woodlawn; the City of Wyoming; the Hamilton County Urban Search and Rescue Task Force; Command 400; Hamilton Co. Task Force One Region 6; the Hamilton Co. Fire Investigation Unit; the Hamilton Co. Communications Center; the Cincinnati Communications Center; Greater Cincinnati Hazardous Materials Unit; and,

**WHEREAS**, the citizens served by all parties having the desire to cooperate under this Agreement will be better protected both in life and limb as well as in property by having available the mutual aid, assistance, personnel, and equipment of the other parties to this Agreement should an emergency arise wherein their respective forces are deemed inadequate to meet such emergency; and,

**WHEREAS**, the preservation of life, limb and property of the citizens of the various communities desiring to contract herein, depends upon having available all possible personnel, aid, assistance, equipment, and knowledge; and

**WHEREAS**, this Agreement is complimentary to the "Intrastate Mutual Aid Compact," in Ohio Revised Code Section 5502.41; and

**WHEREAS**, the purpose of this Agreement is to provide the Parties guidance as they participate in routine, daily requests for mutual aid, that are not clearly established in Ohio Revised Code Section 5502.41; now,

**THEREFORE**, it is mutually agreed by and among the parties hereto as follows:

### **I. REQUESTS FOR AID**

- A. Each party to this Agreement agrees to furnish such personnel and equipment as may be requested by any other party, in the event that the emergency is too large to be handled by one company, or when the Fire Department of the requesting party is already engaged at a separate emergency.
- B. Each party is required to provide such personnel or equipment as may be requested by any other party, to the extent that such personnel and equipment are available. The decision whether, and the extent which, personnel and equipment is available for assistance shall be made by the highest ranking officer of the party receiving the request on duty at the time the request is received. The party being requested to provide personnel and equipment has sole discretion to determine if that party's personnel and equipment are necessary to the community or area for which it is primarily responsible and therefore not available for use by another party to this Agreement.
- C. Any request for assistance under this Agreement shall be established, in advance, through the Computer Aided Dispatch (CAD) system, or shall be made at the time of need by the Incident Commander or the highest-ranking officer of the requesting party on duty at the time. The requesting party shall do the following for any request made under this Agreement:
  - 1. Make the request to the person or agency responsible for dispatching the requested party on calls within its own area of jurisdiction. For purposes of this section, each party will provide all other parties to this Agreement with the name and number of its dispatching authority to be combined into a list distributed to all parties as provided in Section VI.A;
  - 2. State the specific assistance, equipment, and personnel needed;
  - 3. State the nature of the emergency;
  - 4. Give explicit directions to the location where assistance is needed; and
  - 5. Make an official entry of the request in the National Fire Incident Reporting System (NFIRS), stating the time, number of personnel units or pieces of equipment, and the duration of time each was utilized.
- D. When assistance is requested and furnished, the senior officer of the requesting party on the scene shall have full charge and authority over the assisting personnel and equipment responding to the request.
- E. Each party is required to answer all calls for fire service in the same manner and with personnel and equipment of the same kind as for similar fires within their respective boundaries.

- F. This Agreement shall not operate to supplant personnel for a requesting party in the event that the requesting party's workforce is engaged in a labor dispute with management. In the event that the requesting party is involved in a labor dispute culminating in a strike or work slowdown or other such activity, this Agreement shall be suspended during said period of time and no party shall be obligated to provide personnel or equipment to the party whose workforce is engaged in a strike or work slowdown.

## **II. CLAIMS AND COSTS**

- A. This Agreement shall in no event confer a right of action for damages on any party to this Agreement, nor shall the Agreement confer a right of action on any other person, firm, or corporation, either for breach of contract, personal injury, negligence, or for any other cause, for operation or failure to operate, including but not limited to assistance which is denied, delayed, inadequate, subsequently recalled, or if furnished assistance is not needed upon arrival.

In the event that a right of action for damages does arise, each party shall be solely and individually liable for the damages resulting from its negligence or other tortious actions.

- B. No party shall charge another party to this Agreement for services under this Agreement, and no party shall pay for the use of another party's personnel and/or equipment under this Agreement.
- C. There shall be no reimbursement between or among the parties for loss or damage to equipment, or for any worker's compensation award or premium contribution assessed against the employing political subdivision for injury or death of any personnel, arising from activities under this Agreement.
- D. A party to this Agreement may retain any reimbursement from an entity not a party to this Agreement, such as from the federal or state government upon a disaster declaration, for expenses incurred as a result of fulfilling its obligations under this Agreement.
- E. The requesting department or governmental organization of the requesting department shall be responsible for the cost of any and all of the usual, expendable, fire suppressants used by the responding department at the scene of the incident.
- F. EMS billing by mutual aid units is not addressed by this Agreement and should be handled by individual agreement between jurisdictional parties, where needed.

## **III. TERM**

- A. The Terms of the Agreement shall be in continuous effect for each participating agency from the date the authorized signature for such Agency is affixed hereto. Any Agency may revoke its future contractual obligations hereunder only as indicated in Section IV, "Termination," of this Agreement.

- B. This Agreement shall not be effective until approved by appropriate legislative bodies governing the respective parties.

#### **IV. TERMINATION**

- A. Termination of this Agreement by a party shall be effective by giving all other parties written notice of the termination thirty (30) days in advance of the termination date. Notice of termination shall be considered effective when written notice of termination is sent by certified mail to the Hamilton County Fire Chiefs' Association, which will notify all other parties to this Agreement of the content of the notice.
- B. Upon termination of this Agreement, each party shall retain the property belonging to its respective Fire Department.
- C. Termination of this Agreement by a party shall not terminate this Agreement as to the remaining parties to this Agreement.

#### **V. GENERAL PROVISIONS**

- A. Personnel acting under this Agreement and outside of their political subdivisions may participate in any pension or indemnity fund established by their employer to the same extent as if they were acting within their subdivision, and are entitled to all rights and benefits under Chapter 4123 of the Revised Code, to the same extent as if they were performing services within their subdivision.
- B. Personnel of the responding party, in answering a call for assistance under this Agreement, shall be considered to be acting within the scope of their employment while en route to or from, and while acting within, the territory of the requesting subdivision.

#### **VI. ADMINISTRATION**

- A. This Agreement shall be administered by the Hamilton County Fire Chiefs' Association ("HCFCA"). The HCFCA will be responsible for compiling and distributing the documents and information required by this Agreement, including without limitation, the name and phone number for the dispatching authorities for each party as described in Section I.C.1, for serving as the repository for all such documents, and for sending notices required by this Agreement, including without limitation notices of termination as described in Section IV.A.
- B. The HCFCA will send each party to this Agreement a list of all parties to this Agreement as soon as possible after the effective date of this Agreement.
- C. If any section of this agreement is determined to be in conflict with the Ohio Revised Code the Ohio Revised Code shall take precedence.

VII. EXECUTION

IN WITNESS WHEREOF, the undersigned, through its duly authorized agents or representatives hereunto have executed this Agreement on this 2 day of April in the year of 2015.

Executing Agency: City of Montgomery

By: Wayne S. Davis

Print Name: Wayne S. Davis

Its: City Manager

Date: 04/02/15

Recommended by:

Paul C. Wright  
Fire Chief

APPROVED AS TO FORM:

Terrence M. Donnellon

Terrence M. Donnellon  
Director of Law