

RESOLUTION NO. 2014- 1931

A RESOLUTION AUTHORIZING THE CHIEF OF THE FREMONT FIRE DEPARTMENT TO SIGN AND ENTER INTO AN AGREEMENT FOR MUTUAL AID FOR EMERGENCY SERVICES WITH MEMBER AGENCIES OF THE SANDUSKY COUNTY FIREMAN'S ASSOCIATION AND DECLARING AN EMERGENCY.

WHEREAS, the Sandusky County Fireman's Association has proposed an Agreement for Mutual Aid for Emergency Services, attached as Exhibit A, for member agencies consisting of fire departments and emergency medical service organizations, and

WHEREAS, the City of Fremont desires to participate in resource sharing among the member agencies in the event of an emergency,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FREMONT, STATE OF OHIO,

SECTION 1. That the Chief of the Fremont Fire Department is hereby authorized to sign and enter into an Agreement for Mutual Aid for Emergency Services with member agencies of the Sandusky County Fireman's Association to participate in resource sharing in the event of an emergency.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 3. The immediate operation of the provisions of this resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Fremont. Said emergency being the desire to immediately commence resource sharing among all participating agencies of the Agreement for Mutual Aid for Emergency Services.

This resolution, provided it receives a two-thirds yea or nay vote of all the members elected to the Fremont City Council, is hereby declared to be an emergency measure and this resolution shall be in full force and effect from and after its passage by the Council of the City of Fremont, approval by the Mayor, and publication and posting as required by law.

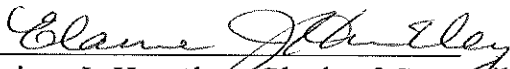


Dallas L. Leake
President of Council

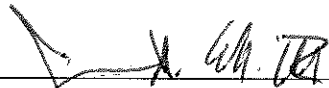
PASSED: 4-3-14

Effective date: 4-3-14

YEAS: 7 NAYS: 0



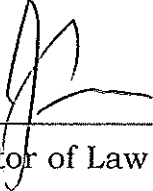
Elaine J. Huntley, Clerk of Council



James H. Ellis III, Mayor

Res420

Approved as to form:



James F. Melle, Director of Law
City of Fremont, Ohio

SANDUSKY COUNTY FIREMAN'S ASSOCIATION
AGREEMENT FOR MUTUAL AID FOR EMERGENCY SERVICES

This agreement is entered into upon execution of this Agreement by and between the fire departments and emergency medical service organizations as listed herein:

Ballville Volunteer Fire Department, Inc., Bettsville Volunteer Fire Department, Bellevue Fire Department, Bradner Fire Department, Clyde Fire Department, Fremont Fire Department, Gibsonburg - Madison Volunteer Fire Department, Green Springs Volunteer Fire Department, Helena Community Volunteer Fire Department, Kansas Fire and Rescue, Lindsey Volunteer Fire Department, Old Fort Volunteer Fire Department, Risingsun Volunteer Fire Department, Sandusky Township Fire Department, Townsend Township Volunteer Fire Department, Woodville Township Volunteer Fire and Rescue, and Sandusky County Emergency Medical Services, Sandusky County Emergency Management Agency (collectively sometimes referred to hereinafter as "Mutual Aid Partners" or "Parties").

WITNESSETH;

THAT WHEREAS, the Parties have certain firefighting equipment and emergency medical services equipment and firefighters and emergency medical services personnel to operate the same, but which in emergencies, may be inadequate to afford full and complete protection to said respective Parties, their contractual obliges, the inhabitants thereof, and their respective properties, and

WHEREAS, it is desirable that in case of such emergency said respective Parties hereto may have the additional fire protection and emergency medical services support which may be afforded by the firefighting equipment, emergency medical services equipment and personnel of others of the respective Parties hereto as may then, in the opinion of the commanding officer of a fire department or commanding officer of an emergency medical services department or the incident commander at the scene of an emergency, of such other party or parties hereto as are called upon.

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN SAID PARTIES AS FOLLOWS, TO WIT:

1. **Request for Assistance.** The commanding officer of the fire department or the commanding officer of an emergency medical services department or the incident commander at the scene of an emergency is authorized to request assistance from the any of the Mutual Aid Partners if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that which is available at the requesting party's fire department. The request shall whenever possible include:
 - A. A brief statement of the nature of the emergency;
 - A. The location to which equipment and personnel are being requested to be deployed; and
 - B. A description of the equipment and personnel being requested.

2. **Response to Request.** Upon receipt of such a request, the commanding officer of the party receiving the request shall immediately take the following action:
 - B. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
 - C. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
 - D. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - E. In the event the needed equipment and personnel are not available, to timely advise the requesting party of such fact.

3. **Limitations to Request for Mutual Aid.** At no time will the party or parties upon which the request is made be required to respond with more than one piece of fire apparatus upon first alarm, and provided further, that in no case shall the party hereto or any of its inhabitants, or contractual obliges, for failure to answer

any fire call, or lack of speed in answering any such call, or for any inadequacy of equipment, negligent operation of equipment, failure to extinguish any fire, or for any cause whatsoever growing out of such call be liable in any manner or event for damages or loss of equipment or personnel suffered by the party or parties answering such call.

4. **Command Responsibility at Emergency Scene.** The incident commander shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

5. **Termination of Service.** The equipment and personnel of the responding party shall be released from service and returned to the responding district by the incident commander as soon as conditions may warrant.

6. **Liability.** Except as provided in the immediately following section, the Parties hereby specifically waive any and all claims against one another as to liability for damages to equipment or personnel of whatsoever kind and nature as may arise from the actions of the responding fire equipment and personnel.

7. **Intentional Acts and Gross Negligence.** Nothing in this Agreement shall be deemed to prevent the Parties from seeking recovery of any losses or damages to equipment and/or personnel which were caused by the intentional wrongful acts or gross negligence of another Party or the representatives of another Party to this Agreement.

8. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

9. **Compensation and Costs.** Each party agrees that it will not seek compensation for services rendered under this agreement. Each party also agrees that it will not seek recovery of its costs of operations for services rendered under this agreement. Provided, however, that this section shall not preclude a requesting party from compensating a responding party for its costs.

10. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into other mutual aid agreements or first response agreements with emergency response organizations, or the governing bodies of emergency response organizations. Nothing in this agreement shall invalidate or supersede any mutual aid agreements in effect prior to the date of execution of this agreement.

11. **Term.** This agreement shall continue indefinitely without need for renewal.

12. **Termination.** Any party to this agreement may withdraw from the agreement by giving written notice of the intent to withdraw from the agreement to all remaining members of this agreement no less than (30) days prior to the date of withdrawal.

13. **Abuse.** In the event that any party to this Agreement believes that another Party is abusing the Agreement, the Party shall submit a written complaint to the Sandusky County Firefighter's Association (hereinafter the "Association"). The parties agree that the Association is authorized to investigate and make corrective actions with respect to the complaint. In the event that after a complaint has been filed and an investigation conducted, the Association deems it appropriate, the Association may remove for cause a Party to this agreement. The Association must provide the Party to be removed with written notice no less than (30) days prior to the effective date of the removal.

14. **Effect of Termination by Less than all Parties.** In the event that one or more parties to this agreement withdraw or are removed from the agreement, the

agreement shall continue and the benefits and obligations of this agreement shall inure to all remaining parties to the agreement.

15. **Effect of Discontinuation of Association.** In the event that the Sandusky County Firefighter's Association is discontinued, this Agreement shall continue and the benefits and obligations of this agreement shall inure to all remaining parties to the agreement. As soon as practical after the discontinuation of the Association, the Parties to the Agreement shall amend this agreement to provide an alternate method for addressing complaints of abuse.
16. **Counterparts.** This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective as to each Party when such party signs and delivers a counterpart to the other parties.
17. **Applicable Law and Venue.** Any and all matters in dispute between the Parties to this agreement, whether arising from or relating to the agreement itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, regardless of the legal theory upon which such matter is asserted. The Parties agree to choice of venue and suit may only be brought only in a court of competent jurisdiction in Sandusky County, State of Ohio.
18. **Notices.** Any notices to be directed to a Party of this Agreement shall be directed to the contact and address as designated by each Party hereinafter or subsequently updated as provided in Paragraph 20 of this Agreement.

19. **Notices to the Association.** Any notices to be directed to the Sandusky County Firefighter's Association shall be directed to the most current mailing address for the Association and directed to the Association President or Secretary.

20. **Change of Address for Notice.** It is the responsibility of the individual Parties to provide timely notification of any change of their address by mailing a notice of the change to each Party to this Agreement.

21. **Gender.** Unless the context requires otherwise, the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter.

1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the Sandusky County Firefighter's Association Agreement for Mutual Aid for Additional Fire Protection. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified in writing and any such modifications must be signed by the Parties.

IN WITNESS WHEREOF, each undersigned representative of each of the respective Parties represents that he has obtained proper authority from the party's public or private governing body to enter into this agreement whether by legislative action or resolution and has caused this agreement to be executed consistent with such action or resolution.

DATED _____

BALLVILLE VOLUNTEER FIRE DEPARTMENT, INC.

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

BETTSVILLE VOLUNTEER FIRE DEPARTMENT

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

BRADNER FIRE DEPARTMENT

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

CLYDE FIRE DEPARTMENT

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

FREMONT FIRE DEPARTMENT

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

GIBSONBURG – MADISON TOWNSHIP VOLUNTEER FIRE DEPARTMENT

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE/ ZIP: _____

DATED _____

GREEN SPRINGS VOLUNTEER FIRE DEPARTMENT

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

HELENA COMMUNITY VOLUNTEER FIRE DEPARTMENT

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

KANSAS FIRE AND RESCUE

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE/ ZIP: _____

DATED _____

LINDSEY VOLUNTEER FIRE DEPARTMENT

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

OLD FORT VOLUNTEER FIRE DEPARTMENT

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

RISINGSUN VOLUNTEER FIRE DEPARTMENT

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

SANDUSKY TOWNSHIP FIRE DEPARTMENT

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

TOWNSEND TOWNSHIP VOLUNTEER FIRE DEPARTMENT

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

WOODVILLE TOWNSHIP VOLUNTEER FIRE AND RESCUE

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATED _____

SANDUSKY COUNTY EMERGENCY MEDICAL SERVICES

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

SANDUSKY COUNTY EMERGENCY MANAGEMENT AGENCY

BY: _____

CONTACT AND ADDRESS FOR ALL NOTICES

NAME: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

CITY / STATE / ZIP: _____