

RESOLUTION #18-0510-05

Approving Mutual Aid Agreement with the City of Columbus

WHEREAS, the Board of Trustees is vested with providing the best and most expedient fire and emergency response services available for Liberty Township, and

WHEREAS, an agreement with the City of Columbus to provide mutual aid for fire, emergency medical services and rescue will help to ensure that residents, visitors and businesses in Liberty Township receive the best service and best response time.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO to authorize the attached Limited Automatic Mutual Aid Agreement Between the City of Columbus, Ohio and Liberty Township to be effective from May 10, 2018 until May 9, 2021.

Motion made by Leneghan and seconded by Gemperline.

Vote: N/P Mrs. Eichhorn yes Mr. Gemperline yes Mrs. Leneghan

This Resolution shall be in force and become effective immediately upon its execution.

May 10, 2018
Date

Melanie Leneghan
Melanie Leneghan, Trustee

CERTIFIED BY:

Mike Gemperline
Mike Gemperline, Trustee

Nancy Denutte
Nancy Denutte, Fiscal Officer

-- not present --
Shyra Eichhorn, Trustee

**LIMITED AUTOMATIC MUTUAL AID AGREEMENT BETWEEN
THE CITY OF COLUMBUS, OHIO AND
LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO**

The City of Columbus, Ohio (hereinafter "Columbus") and Board of Township Trustees of Liberty Township, Delaware County, Ohio (hereinafter "Liberty Township") enter into this limited automatic mutual aid agreement for fire, emergency medical services ("EMS"), rescue, and any other response provided by one party to the other party during an emergency involving fire, EMS, or rescue. The purpose of this agreement is to facilitate an efficient and rapid deployment of fire suppression, rescue and emergency medical services to citizens of both jurisdictions through mutual cooperation and understanding.

Therefore, pursuant to Ohio Revised Code 9.60, Columbus and Liberty Township agree upon the following:

I. Relationship of the Parties

- A. Columbus and Liberty Township respectively acknowledge that each will maintain separate and independent management. Each party has full and complete authority and responsibility with respect to managing its organization, operations, and employees.
- B. Nothing in this Agreement shall create any rights hereunder to third parties or persons.

II. Definitions

- A. "Automatic Mutual Aid" means fire and EMS resources are dispatched upon notification to a public safety dispatcher that an emergency or potential emergency exists at a specific location. The automatic mutual aid response will be based upon the information relayed through an emergency call to a public safety answering point and entails dispatching the closest most appropriate resource to respond, regardless of the political jurisdiction.
- B. "Requested Mutual Aid" means fire and EMS resources are dispatched to a location after a scene size-up and actual knowledge of the resources needed.

III. Each party agrees to provide the other with emergency services to the extent that resources are available and with an eye towards proper home community protection, including, but not limited to, fire suppression, rescue, or emergency medical services, collectively referred to as fire and EMS, when requested by the other party.

- A. Liberty Township Automatic Mutual Aid and Requested Mutual Aid response to Columbus is limited to the resources and geographical boundaries listed below in Section IV.
- B. Columbus Automatic Mutual Aid and Requested Mutual Aid response to Liberty Township is without geographical limitations.

- C. Unavailability of Resources: This agreement does not mandate or guarantee that resources by one party will be made available for mutual aid to the other party.
- D. If resources of the providing party are actively engaged within the jurisdictional limits of the requesting party and those resources of the providing party are required within the jurisdictional limits of the providing party, both parties reserve the right to withdraw any and all resources provided pursuant to this Agreement.

IV. Limitations to the Provision of Automatic Mutual Aid and Requested Mutual Aid

A. Liberty Township will only provide the following resources:

- 1. Engine 322 From Station 322 Sawmill Parkway
- 2. Ladder 321 From Station 321 on Liberty Road

B. Liberty Township will respond with Automatic Mutual Aid and Requested Mutual Aid within the following geographical boundaries:

- 1. Bounded on the North by the Delaware County Line;
- 2. Bounded on the South by State Route 161;
- 3. Bounded on the West by Riverside Drive; and
- 4. Bounded on the East by State Route 315.

V. Reimbursement and Costs

- A. There shall be no reimbursement by either party to the other party for the deployment of mutual aid resources to the other party's jurisdiction.
- B. There shall be no reimbursement by either party for property or equipment use, damage, or loss while engaged in activities in accordance with this Agreement.
- C. EMS Transport Reimbursement: Each jurisdiction shall submit claims for EMS treatment and transport pursuant to their own policies and procedures regarding EMS reimbursement. Neither party shall require the other party to submit insurance-only claims or to waive amounts that are not reimbursed by an insurance policy or policies for providing treatment and transport to individuals within the requesting party's jurisdictional limits.

VI. Liability

- A. This Agreement does not mandate or guarantee that resources by one party will be made available for mutual aid to the other party.
- B. Both parties understand that this Agreement does not create a cause of action by one party against the other party for a failure to respond to a request for mutual aid or for withdrawing resources from an incident after the response or arrival.
- C. Neither party shall be liable for the other party's acts or omissions while engaged in any action pursuant to this Agreement.

VII. Employees

- A. Course and Scope of Employment: The parties' fire and EMS personnel acting pursuant to this agreement, including while responding to calls for assistance, shall be regarded as acting in the course and scope of their employment with their respective employer.
- B. Retirement and Workers' Compensation: Fire and EMS personnel acting pursuant to this Agreement shall be entitled to all of the rights and benefits of Ohio's Workers' Compensation laws and the appropriate Employee Retirement fund such as may be applicable to the same extent as when performing services within their respective jurisdictions and such benefits as they may be legally entitled.

VIII. Indemnity: Neither party shall indemnify nor hold the other harmless.

IX. Effective Date, Term, and Review

- A. This Agreement shall be effective upon the date of the last signature below.
- B. The term of this Agreement shall be for a period of three (3) years.
- C. At least sixty (60) days prior to the expiration of this Agreement, the fire chief for each party, or his or her designee, shall enter discussions to review and refine this Agreement, if needed, and to extend the term of this Agreement, if applicable.
- D. If no action is taken upon the expiration of this Agreement, its terms shall remain in effect until renewed in accordance with this section or until expressly terminated by written notice as stated in Section XI.

X. Prior Agreement: This Agreement revokes and replaces any and all prior fire and EMS mutual aid agreements between the parties.

XI. Termination: Either party may terminate this Agreement for any reason upon written notice at least sixty (60) days prior to termination.

XII. Modifications and Amendments: This Agreement may be modified or amended only by a written agreement duly executed by the parties.

XIII. Entirety: This Agreement contains the entire agreement between the parties as to the matters involving fire and EMS mutual aid. Any and all oral representations or modifications concerning this Agreement shall be of no force or effect.

XIV. Severability: This Agreement shall be severable if any part or parts of the Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction. All remaining provisions shall remain binding and in full force and effect.

XV. Immunity: Chapter 2744 of the Ohio Revised Code shall apply to the parties and to the parties' employees, as defined within that chapter, when they are rendering mutual aid outside the party's own jurisdiction pursuant to this Agreement.

XVI. Authority: The undersigned individuals below represent that they are duly authorized to execute this agreement on behalf of the parties.

THIS SPACE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date last written below.

City of Columbus

By: Ned Pettus, Jr.
Ned Pettus, Jr.
Director of Public Safety

5/11/2018
Date

By: Kevin O'Connor
Kevin O'Connor
Fire Chief

4/27/18
Date

Approved as to Form:

Zach Klein
Zach Klein
Columbus City Attorney

4-6-18
Date

**Board of Township Trustees of Liberty
Township, Delaware County, Ohio**

By: Melanie Leneghan
Melanie Leneghan
Trustee

By: Thomas J. O'Brien
Thomas J. O'Brien
Fire Chief

Mike Gempert
Mike Gempert
Trustee

5/10/2018
Date

--- not present ---
Shyra Eichhorn
Trustee

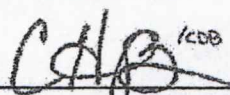
5/10/2018
Date

Attest

Nancy Denutte
Nancy Denutte
Liberty Township Fiscal Officer

5/10/2018
Date

Approved as to Form:



Carol Hamilton O'Brien (0026965)
Delaware County Prosecutor

3-27-18

Date

NO FISCAL OFFICER'S CERTIFICATION
REQUIRED (RC 5705.41(D)):

No actual funds are to be exchanged between
the Parties in connection with this Agreement.
No Fiscal Officer's Certification is required.