

**RESOLUTION NO. 39-2019**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER TO AN AUTOMATIC MUTUAL AID AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND LIBERTY TOWNSHIP FOR STRUCTURE FIRES.

WHEREAS, the City of Monroe and Liberty Township both staff 24 hour seven days a week operations for the safety and protection of lives and property within their respective jurisdictions; and

WHEREAS, with an automatic mutual aid agreement for structure fires the response time is greatly reduced.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

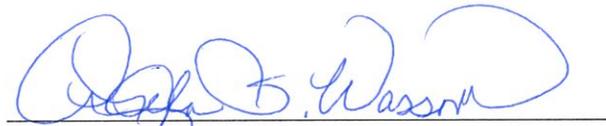
SECTION 1: The City Manager is hereby authorized to enter into an automatic mutual aid agreement by and between the City of Monroe and Liberty Township for structure fires pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: August 27, 2019

ATTEST:

APPROVED:

  
Clerk of Council

  
Mayor

First Reading: August 13, 2019

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

  
Clerk of Council  
City of Monroe, Ohio

*Exhibit "A" Res No. 39-2019*

**AUTOMATIC MUTUAL AID AGREEMENT**

This AGREEMENT is made and entered on this \_\_\_\_\_ of \_\_\_\_\_ 2019, by and between the City of Monroe and its Fire Department and the Liberty Township Fire Department (each a "Party" and together the "Parties").

***WITNESSETH***

WHEREAS: This Agreement shall apply to all reported and confirmed structure fires in residential, commercial, recreational and rural properties; and

WHEREAS: The Monroe Fire Department and Liberty Township Fire Department both staff 24 hour seven days a week operations for the safety and protection of lives and property within their respective jurisdictions; and

WHEREAS: The Monroe Fire Department and the Liberty Township Fire Department strive to provide the maximum protection by providing the fastest service response to its residents, desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for structural fire incidents, pursuant to Revised Code Sections 504 and 505.37, et seq.; and

WHEREAS: The Parties agree that automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same amount of assistance as it gives, it does mean that each Party will provide assistance outside its jurisdictional boundaries and that level of service delivered within the automatic aid system will be comparable.

NOW, THEREFORE, each Party hereto agrees as follows:

1. Each Party agrees to furnish such personnel and fire-fighting equipment as needed by the other Party, to the extent such personnel and equipment is available, provided that the responding Party is required to respond with at least one Engine, Quint, Ladder or Tower capable of pumping at least 1,500 GPM and a minimum of three (3) fully equipped firefighters when responding to an incident under this Agreement.
2. When automatic aid is provided pursuant to this Agreement the first arriving unit and/or officer shall take command and develop and initiate an action plan. Command may be transferred upon arrival of an officer from the requesting Party.
3. There shall be no liability, responsibility or cause of action for breach of contract between the Parties if assistance is denied, delayed, inadequate, or subsequently recalled, or if furnished assistance is not needed upon arrival.
4. Each Party shall conduct and participate in a quarterly half day, multiple company drill with automatic aid companies.

5. Each Party has the ability to provide Automatic Mutual Aid when not committed to another emergency.
6. If at any time while this Agreement is in effect, a Party to this Agreement closes a fire station, or reduces the level of fire or Emergency Medical Services provided within its municipal or jurisdictional boundaries, the Party closing said fire station or reducing services will give a minimum of 120 days' notice to the other Party hereto.
7. Each Party shall retain ownership of any apparatus and equipment it brings to an incident and shall retain ultimate control of its employees.
8. No Party to this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in this Agreement. Each Party shall pay its own costs for responding to emergency incidents pursuant to this Agreement.
9. 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.
10. To ensure safety, the Parties hereto agree to utilize the NIMS Incident Management system to manage incidents. Furthermore, departments shall utilize a trained incident safety officer at incident scenes.
11. This Agreement shall be reviewed by the Parties every 5 years or as otherwise deemed necessary. A Party may terminate and withdraw from this agreement at any time by giving 120 days written notice to the other Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MONROE:

LIBERTY TOWNSHIP:

\_\_\_\_\_  
William Brock, City Manager

\_\_\_\_\_  
Kristen L. Bitonte, Administrator

\_\_\_\_\_  
John P. Centers, Fire Chief

\_\_\_\_\_  
Ethan Klussman, Fire Chief

Approved as to form:

\_\_\_\_\_  
Phil Callahan, Law Director