

RESOLUTION NO. 12-2008

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A MUTUAL AID AGREEMENT FOR THE EXCHANGE OF EMS AND/OR FIRE FIGHTING APPARATUS AND EQUIPMENT CODE 10 WESTSIDE GROUP

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Mutual Aid Agreement for the Exchange of EMS and/or Fire Fighting Apparatus and Equipment Code 10 Westside Group, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

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

PASSED: 4/1/08

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

Dated: 4/1/08

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

**MUTUAL AID AGREEMENT  
FOR THE EXCHANGE OF EMS AND/OR FIRE FIGHTING  
APPARATUS AND EQUIPMENT  
CODE 10 WESTSIDE GROUP**

This Mutual Aid Agreement is made by and between the Cities of Norton and Fairlawn, the Village of Richfield, the Townships of Copley and Bath and the Valley Fire District.

Whereas, in May of 2000 the Emergency Rescue and Fire Departments of the Cities of Norton and Fairlawn, the Village of Richfield, the Townships of Copley and Bath and the District known as the Valley Fire Department, collectively referred to herein as Consortium and individually referred to herein as Norton, Fairlawn, Richfield, Copley, Bath, and Valley, formed a Consortium known as Code 10 Westside Group; and,

Whereas, the purpose for the Consortium is to jointly work together to address issues impacting the various fire and rescue departments in Western Summit County; and,

Whereas, some projects addressed by the Consortium include the coordination of identification tags used at fire scenes, mutual aid, automatic response, rapid intervention team procedures, street mapping, fire investigation team concepts and communication issues; and,

Whereas, the members of the Consortium desire to enter into an agreement to provide for the sharing and exchange of equipment among its members on an as needed basis, and have recommended to their respective legislative authorities to enter into this Agreement; and,

Whereas, provision is made in Section 9.60 of the Ohio Revised Code for political subdivisions to enter into such mutual aid agreements; and

Whereas, this Agreement has been approved by the legislative authorities or boards of the parties as indicated after their respective endorsement hereon.

Now therefore, the Cities of Norton and Fairlawn, the Village of Richfield, the Townships of Bath and Copley and the Valley Fire District do hereby agree as follows:

Section 1. Each member of the Consortium does hereby agree to loan apparatus and/or equipment, if available, to each other during periods of need not to exceed thirty (30) calendar days unless extended by mutual agreement, based upon the following guidelines:

- (a) The borrowing member must be experiencing an emergency situation in which the safety of the general public or its employee or employees is in jeopardy or a preplanned use for said equipment;
- (b) The equipment needed is available for loan by one of the participating members and is not currently in use and the loan of which will not place the general public or the employees of the loaning member in jeopardy;
- (c) The borrowing member and the loaning member sign in duplicate a detailed description of the item borrowed and listing the date, time and parties and their rank involved in the transaction;
- (d) The borrowing member shall obtain a certificate of insurance naming the loaning member as an additional insured on the borrowing entity's comprehensive bodily injury and personal property and/or automobile liability insurance policy with minimum limits of \$1,000,000 per person and \$2,000,000 per incident;

(e) At the conclusion of the loan period the borrowing member shall return the borrowed item(s) to the loaning member in the same condition and state of repair as it existed at the time it was loaned absent ordinary wear and tear. Any items broken or damaged shall be replaced or repaired at the expense of the borrowing member or as the parties may mutually agree.

Section 2. The type of equipment or apparatus that are subject to being loaned between members may be a squad vehicle, an engine, a pumper truck, with or without their related equipment and spare fire gear of any type.

Section 3. If at any time a loaning member has an unexpected need for the apparatus and/or equipment loaned under this Agreement, the borrowing member, upon notice, shall immediately return said equipment to the loaning member.

Section 4. Each member shall forward a copy of this Agreement to their liability insurance carrier and obtain written confirmation that a separate endorsement would be issued when necessary pursuant to the terms of this agreement.

IN WITNESS WHEREOF, we have caused this Agreement to be executed as authorized by the duly enacted legislation of our respective entities. This Agreement shall become effective upon the last date a member's signature is endorsed hereon.

Pursuant to \_\_\_\_\_

Passed \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF FAIRLAWN, OHIO

\_\_\_\_\_  
William J. Roth, Jr., Mayor

Approved as to form and correctness:

\_\_\_\_\_  
Edward J. Riegler, Director of Law

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Pursuant to \_\_\_\_\_

Passed \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF NORTON, OHIO

\_\_\_\_\_  
Approved as to form and correctness:

\_\_\_\_\_

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Pursuant to \_\_\_\_\_

Passed \_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF RICHFIELD, OHIO

Approved as to form and correctness:

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Pursuant to \_\_\_\_\_

Passed \_\_\_\_\_

Date: \_\_\_\_\_

TOWNSHIP OF COPLEY, OHIO

Approved as to form and correctness:

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Pursuant to \_\_\_\_\_

Passed \_\_\_\_\_

Date: \_\_\_\_\_

TOWNSHIP OF BATH, OHIO

Approved as to form and correctness:

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Pursuant to \_\_\_\_\_

Passed \_\_\_\_\_

Date: \_\_\_\_\_

VALLEY FIRE DISTRICT, OHIO

Approved as to form and correctness:

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