

RESOLUTION NO. 2017- 2005

A RESOLUTION AUTHORIZING THE CHIEF OF THE FREMONT FIRE DEPARTMENT TO SIGN AND ENTER INTO AN AGREEMENT FOR MUTUAL AID FOR EMERGENCY SERVICES WITH TIFFIN FIRE DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, the Tiffin Fire Department has proposed an Agreement for Mutual Aid for Emergency Services, attached as Exhibit A, and

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

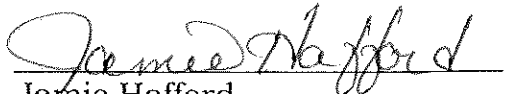
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FREMONT, STATE OF OHIO,

SECTION 1. The Chief of the Fremont Fire Department is hereby authorized to sign and enter into an Agreement for Mutual Aid for Emergency Services with the Tiffin Fire Department 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 the 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.


Jamie Hafford
President of Council

AGREEMENT FOR MUTUAL AID FOR ADDITIONAL FIRE PROTECTION

Pursuant to the provisions of Section 737.10 of the Ohio Revised Code, this agreement is entered into this 19th day of January, 2017 by and between the City of Tiffin, Ohio and the City of Fremont, Ohio. All political subdivisions under the laws of Ohio, Witnesseth:

THAT, WHEREAS, the respective political subdivisions hereinabove named have certain firefighting equipment and firemen to operate the same, but which, in emergencies, may be inadequate to afford full and complete protection to said respective subdivisions, their contractual obliges, the inhabitants thereof, and their respective properties, and

WHEREAS, it is desirable that in cases of such emergency, said respective parties hereto may have the additional fire protection which may be afforded by the firefighting equipment and personnel of others of the respective parties hereto as may then, in the opinion of the Chief of Officer in Charge, of such party or parties hereto as are called upon. **IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN SAID PARTIES AS FOLLOWS,** to wit:

1. That for the purpose of affording, additional protection to themselves, their contractual obliges and their inhabitants, the parties hereto do hereby mutually agree to interchange the service of fire departments, and use of fire apparatus and other emergency equipment, and to that end, it is hereby agreed that they, or anyone or more of them, shall assist the party hereto primarily responsible by responding to any fire alarm or fire call or other emergency from any Chief or Officer in Charge, or other duly constituted public official which is a part of this Agreement, with its or their firefighting equipment, or other emergency vehicles and firemen, and shall render like services in combating fires or other emergencies as it renders to itself and its own inhabitants, provided, however, that at no time shall 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 at no time shall a department respond or be required to respond with more resources, equipment, firefighters and apparatus than can safely be responded without compromising fire and emergency coverage in their primary response area.
2. That in no case shall the party hereto called upon or rendering such services be liable in damages to any other party hereto or any of its inhabitants, or contractual obliges, for failure to answer any fire call or other emergency, or for 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 use of said fire or other equipment and firemen; nor shall the party hereto, which issued 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.

- 2. That for the purpose of this agreement, mutual aid is hereby defined as "The aid rendered by or between subdivisions of government owning and operating firefighting or other emergency equipment and shall not include primary response to any alarm or fire or other emergency made by a subdivision legally responsible for such primary response."
- 3. This contract shall be made and remain full force and effect from the last date of acceptance by the participating political subdivisions and thereafter unless and until the Agreement is amended in writing or terminated by the City of Tiffin and any or all of the participating political subdivisions.
- 4. This Agreement may be terminated by any party hereto at any time, upon thirty (30) days written notice to all other parties.

IN WITNESS WHEREOF, said respective political subdivision parties hereto, have hereunto caused this Agreement to be executed as provided by Tiffin Codified Ordinance 143.06 duly adopted for that purpose on December 1, 1997, a copy of which is hereto appended.

CITY OF FREMONT, OHIO

CITY OF TIFFIN, OHIO

BY _____

BY _____

TITLE _____

Mayor, City of Tiffin, Ohio

DATE _____

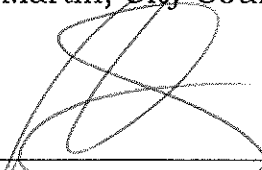
DATE _____

PASSED: 3-2-17

Effective date: 3-2-17

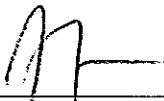
YEAS: 6 NAYS: 0


Stephanie L. Martin, City Council Clerk


Daniel R. Sanchez, Mayor

RES498

Approved as to form:


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