

10/1/16

Loveland-Symmes

**FIRE CHIEFS' ALLIANCE OF CLERMONT COUNTY
MUTUAL ASSISTANCE AGREEMENT**

This mutual assistance agreement is made effective the 10th day of May, 2011, among the undersigned parties who are all local government agencies or private companies which utilize tax funds to provide life safety services (firefighting, emergency medical, ambulance and rescue) in Clermont County, Ohio and adjacent communities.

WHEREAS, the preservation of life and property for the citizens of the various communities served by the parties hereto depends upon having available all possible life-saving aid, personnel, equipment and knowledge; and

WHEREAS, the citizens served by all parties to this agreement will be better protected in life and property by having available the mutual aid, assistance, personnel and equipment of the other parties to this agreement should an emergency arise wherein the primary provider's resources are exceeded; and

WHEREAS, it is the desire of the various parties hereto located in and near Clermont County, Ohio, to agree to unite by agreement pursuant to Ohio Revised Code section 9.60 for the purpose of rendering mutual aid assistance, personnel and equipment to each other in the event of emergency situations arising within their individual jurisdictions wherein their own personnel and equipment are exceeded;

THEREFORE, this agreement is entered into upon the following terms and conditions among the parties hereto with the mutual promises of each to the other as consideration therefor.

I. MUTUAL ASSISTANCE

Upon the call of a party to this agreement in the manner set forth below, each party hereto shall respond with personnel and equipment so far as the officer-in-charge, in his or her sole discretion, deems is consistent with the proper protection of its own territory.

Personnel and equipment shall mean all levels of EMT and firefighters certified by the State of Ohio, and fire and EMS vehicles properly licensed and equipped in conformity with the laws of Ohio.

It is recognized that the emergency medical, rescue, and fire services of each party hereto are necessary to the community or area for which they are primarily responsible and from which tax funds are received. Each party bears the duty of, in the first instance, protecting that area. Any decision to render aid to another party hereto must take into consideration that primary responsibility.

No provision of this agreement shall be construed so as to place liability upon any other party hereto for failure to respond to requests for assistance hereunder. Whether or not an emergency response unit is able to respond to a request for mutual aid rests within the sole discretion of the party whose assistance is being requested.

II. REQUESTS FOR ASSISTANCE

A request for assistance under this agreement shall be made only by the chief, acting chief or other person in command of a firefighting or emergency medical services unit that is a party to this agreement. As used in this agreement, a request for aid, assistance, personnel or equipment may include firefighting, emergency medical, ambulance or rescue services.

A request for assistance under this agreement shall be made to the person or agency having the responsibility of dispatching such requested party on calls within its own jurisdiction. Such request shall be made, insofar as practical, in the following manner:

- A: The authority requesting aid will state specifically what aid, assistance, personnel or equipment it requires or as is set forth in box alarms;
- B: The authority requesting aid shall state the nature and location of the emergency where such aid is needed;
- C: The authority requesting aid shall cause an official entry of such request to be made on appropriate department records stating the time, number of person units or pieces of equipment and the duration of time each was utilized;

D: A requesting party shall advise the dispatcher if assistance is needed due to multiple simultaneous runs or a disaster; and

E: The party requesting assistance shall advise the dispatcher when the unit will be out of service and in need of assistance and how long such assistance will be needed. The requesting party shall also advise the reason for needing assistance, e.g., lack of personnel, routine scheduling, vehicle maintenance, etc.

F: For the purpose of the above, each party hereto shall provide each of the other parties the name and public service number of the dispatching authority for its department. Such lists shall be combined into one list and distributed to all parties hereto as the need demands.

Requests for assistance shall be made of those members closest to the requesting department's territory. If, however, a chief, acting chief or another person in charge of a particular life squad, emergency medical service or firefighting unit, in the exercise of his or her sole discretion, believes that it would be more expedient under the circumstances, or if a specialized piece of equipment is needed for the particular emergency, said requesting party may request the aid, assistance, personnel or equipment of any party to this agreement. It is hereby recognized and acknowledged that the Clermont County Communications Center may automatically dispatch fire and life squad units for mutual aid.

It is the express desire and intent of the parties hereto to provide for complete and total mobilization of any and all members should an emergency situation require such a response. It is further agreed that this provision shall remain subject to the provisions of Section I, notwithstanding. In the event that a request for assistance, aid, personnel, equipment or mutual aid is made due to a work stoppage, strike, contract dispute or administrative problem for the requesting department, it shall be the option of any department whose mutual aid is requested whether or not to respond to such a request.

III. CHARGES

No charges shall be made to or by any party to this agreement for the services rendered under this agreement, except as hereinafter provided, it being the express intention of the

parties hereto that the sole considerations are the mutual promises of rendering aid, assistance, personnel or equipment. The requesting department shall be responsible for the cost of all of the usual or expendable fire suppressants used by the responding department at the scene. No part of this agreement, however, shall be construed as to void or nullify any other valid and existing agreement which may be in effect between or among any of the parties hereto or with parties not entering into this agreement.

If any party to this agreement requests assistance from any other party or parties to this agreement due to being out of service for more than five (5) runs per calendar month, then the requesting party must negotiate in good faith an agreement with each of those departments which have made runs in excess of five (5) per month for continuing assistance services in future months. The agreement(s) shall include provisions calling for payment by the requesting party for those assistance services in excess of five runs per month rendered by the responding department(s).

Should good faith negotiations fail, or any party to such negotiations determine that an impasse has been reached, the issue shall be submitted to the remaining members of the Fire Chiefs' Alliance of Clermont County for binding arbitration (members involved in the controversy shall not participate as arbitrators) at the next regular meeting of the Alliance.

If any party to the controversy refuses to participate in the arbitration or to follow the arbitration decision, that party shall be removed from this mutual aid agreement. The Clermont County Communications Center shall be advised in writing by the Secretary of the Alliance if a party has been removed from this agreement so that mutual aid dispatches shall not be made for that removed party.

No party to this agreement shall bill any patient or homeowner for services rendered on a mutual aid run. If a party to this agreement who requests mutual aid bills for services rendered on emergency medical service runs or fire runs, then that party shall bill the patient for the mutual aid run and pay any proceeds received to the party that provided care under the mutual aid agreement.

IV. DAMAGES, LOSSES, INJURIES

No party rendering aid, assistance, personnel or equipment under the provisions of this agreement shall seek damages or reimbursement for loss or injury to personnel or equipment from any party hereto requesting such aid, assistance, personnel or equipment, except as hereinafter provided. There shall be no reimbursement for any indemnity award of premium contribution assessed against the employing party for workman's compensation or other benefits arising by reason of injury to or death of an employee or volunteer of a party to this agreement while engaged in rendering services under this agreement. It is mutually agreed among the parties hereto that the responding party shall be solely responsible for any loss or damage sustained by itself or its personnel, or losses or damages sustained by third parties, by any act of said responding party in rendering aid, assistance, personnel or equipment under the terms of this agreement.

V. TERM OF AGREEMENT

This agreement shall be in effect for a period of five (5) years from the effective date hereof, unless termination and notice to withdraw is completed in accordance with the terms herein.

VI. TERMINATION

Any party may terminate its participation under this agreement at any time upon thirty (30) days prior written notice served in person or by registered mail upon the party designated as the official repository for the agreement. Such termination or withdrawal shall not be deemed termination of the entire agreement as to the remaining parties hereto, and as to those remaining parties this agreement will continue in full force and effect with the mutual promises of such parties remaining as the consideration therefore.

Any party to this agreement which no longer provides emergency response to its territory either through maintaining a viable department itself or through agreements for services with other agencies or private companies shall cease to be a party to this agreement, and

the obligation of the other parties hereto to render mutual assistance shall thereupon terminate thirty (30) days after notice from the Alliance.

Upon receipt of any Notice of Termination from any party hereto, the official repository for this agreement will notify all other parties hereto of the details of such notice within two (2) weeks of receipt of the notice.

VII. OFFICIAL REPOSITORY

This agreement shall be implemented by the Fire Chiefs' Alliance of Clermont County which shall be responsible for distribution of the various instruments, documents and notices relating to this agreement. The Alliance, through its secretary, shall be the official repository under this agreement responsible for sending notices in accordance with this agreement.

VIII. EXECUTION

This agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument. There shall be filed with each counterpart a certified copy of the ordinance or resolution of the party authorizing this agreement. All of the executed agreements and related documents shall be filed with the Secretary of the Alliance whose address is P.O. Box 715, Batavia, Ohio 45103.

A complete copy of this agreement, with all signatures, shall be provided to each of the parties to this agreement.

The Secretary shall send to each party to this agreement a certificate indicating the names of all parties to this agreement as soon as practical after the effective date hereof and will update this list as necessary.

For the purposes of the above, each party hereto shall provide to the Alliance the name and public service number of the dispatching authority of their department. The Alliance shall combine this information into one master list and distribute it to all parties hereto.

IX. ADDITIONAL PARTIES

From time to time new parties to this agreement may be added, provided that all parties to this agreement have been notified by the Secretary of the Alliance, by personal service or registered mail, no later than sixty (60) days prior to acceptance of the new member and given an opportunity to object. If there are no objections to the acceptance of the proposed additional party to the agreement, the term of this agreement as to the new party shall coincide with the then existing term of this agreement. If there are any objections, a majority of the members of the Alliance may decide to permit the applicant to become a party to this agreement.

X. EFFECTIVE DATE

This agreement shall become effective immediately upon execution by at least two firefighting and/or emergency medical agencies. The effective date for each party shall be the day after this agreement is executed by that party. Each party must return an executed copy of this agreement to the Secretary of the Alliance for distribution to the parties and Clermont County Communications Center.

XI. STANDARD OPERATING PROCEDURES

The Fire Chiefs' Alliance of Clermont County, by a majority of the members present at a regular or specially called meeting, may adopt standard operating procedures (SOP's) relating to dispatching and the provision of mutual aid. Copies of such SOP's shall be provided to all parties to this agreement and the Clermont County Communications Center. All members of the Alliance shall be notified by certified mail of any specially called meetings and/or regular meetings that pertain to changes and/or provisions to be discussed concerning SOP's or this agreement.

XII. SEPARABILITY OF CLAUSES

Should any part, section, clause or specification in this agreement be declared unlawful, the remaining parts, sections, clauses and specifications shall continue to operate as if independent thereof.

IX. PRIOR AGREEMENTS

All other mutual aid agreements sponsored by the Life Safety Services Association of Clermont County, the Clermont County Life Squad Association, Fire and EMS Chiefs' Alliance of Clermont County and the Clermont County Fire Chiefs Association are hereby declared to be rescinded and superseded as of the effective date of this agreement. This rescission specifically does not apply to any other agreement entered into by or among any of the parties of this agreement.

XIV. INSURANCE COVERAGE

The undersigned parties to this agreement agree to have liability insurance in the amount of \$2,000,000.00 for damages to persons and property arising out of the provisions of firefighting, emergency medical, ambulance and rescue services provided under this agreement. Each party further agrees to provide proof of insurance to the Secretary of the Alliance with the executed copy of this agreement.

IN WITNESS WHEREOF, the undersigned, through its duly authorized agent(s) or representative(s), hereunto sets his or her hand this 10th day of may, 2011.

LOVELAND-SYMMES FIRE DEPT.

Party



By: OTTO J. HUBER, FIRE CHIEF

By: _____

By: _____

By: _____

APPROVED: _____

Chief of Department

APPROVED: _____

President

Fire Chiefs' Alliance of Clermont County



American Alternative Insurance Corporation

Statutory Home Office: 1013 Centre Road • Wilmington, DE 19805

Administration Office: 555 College Road East • Princeton, NJ 08543-5241 • (800) 305-4954

Administered by: VFIS • 183 Leader Heights Road • York, PA 17402 • (800) 233-1957 • www.vfis.com



COMMON POLICY DECLARATIONS

Named Insured and Mailing Address:
LOVELAND SYMMES FIRE
DEPARTMENT, INC
PO BOX 925
LOVELAND OH 45140

Policy Number: VFIS-TR-2058809-03/000
Renewal of: VFIS-TR-2058809-02

Policy Period: From 11-01-2010
To 11-01-2011
at 12:01 AM Standard Time at your mailing address
shown above

Type of Entity: CORPORATION

Business Description: EMERGENCY SERVICE ORGANIZATION

This policy consists of the following coverage parts:

		Premium
Property	\$	5,836.00
Crime	\$	638.00
Portable Equipment	\$	NOT COVERED
Auto	\$	436.00
General Liability	\$	14,695.00
Management Liability	\$	4,846.00

Taxes / Fees / Surcharges:	\$	
Estimated Total Premium:	\$	26,451.00

The policy premium is payable on the dates and in the amounts shown below:

11/01/2010 \$ 6,696.00	12/01/2010 \$ 2,195.00	01/01/2011 \$ 2,195.00
02/01/2011 \$ 2,195.00	03/01/2011 \$ 2,195.00	04/01/2011 \$ 2,195.00
05/01/2011 \$ 2,195.00	06/01/2011 \$ 2,195.00	07/01/2011 \$ 2,195.00
08/01/2011 \$ 2,195.00		

Named Insured:
LOVELAND SYMMES FIRE DEPARTMENT,
INC

Policy Number: VFIS-TR-2058809-03/000
Policy Period: From 11-01-2010
To 11-01-2011

GENERAL LIABILITY COVERAGE PART DECLARATIONS

Limits of Insurance

Each Occurrence or Medical Incident	\$ 1,000,000	
Medical Expense	\$ 5,000	Any One Person
Personal & Advertising Injury	\$ 1,000,000	
General Aggregate	\$ 3,000,000	
Products - Completed Operations Aggregate	\$ 3,000,000	
Products - Completed Operations are subject to the General Aggregate limit unless indicated otherwise		
Employers' Liability		
Bodily Injury by Accident	\$ 1,000,000	Each Accident
Bodily Injury by Disease	\$ 1,000,000	Policy Limit
Bodily Injury by Disease	\$ 1,000,000	Each Employee or Volunteer

Estimated Coverage Part Premium: \$ 14,695.00

Taxes, Fees and Surcharges:

Total Premium: \$ 14,695.00

General Liability Forms

See Schedule of Forms and Endorsements.