

## MUTUAL FIRE AID AGREEMENT

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Cincinnati, Ohio and the City of Covington, Kentucky.

WHEREAS, it is the express desire of the Fire Departments located in the City of Cincinnati, Ohio, and City of Covington, Kentucky, to agree to unite, by contract, 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 is deemed inadequate; and

WHEREAS, the citizens served by both parties having the desire to contract as aforementioned will be better protected both in life and limb as well as in property by having available to them the mutual aid, assistance, personnel and equipment of the other party to this contract should an emergency arise wherein their respective forces are deemed inadequate to meet such emergency; and

WHEREAS, the preservation of life, limb and property of the citizens of the various communities desiring to contract herein depends upon having available all possible firefighting aid, assistance, personnel, equipment and knowledge; and

WHEREAS, Ohio Revised Code § 9.60 authorizes any governmental entity to contract with any firefighting agency of the State of Ohio or another jurisdiction to obtain fire protection or emergency medical services, as appropriate, whether on a regular basis or only in times of emergency; and

WHEREAS, Kentucky Revised Statutes § 39B.045 authorizes Kentucky political subdivisions, including cities, to enter into written mutual aid agreements with units of government from another state that provide coordination of communications for, training for, response to, and standby for planned events and emergency responses within the Commonwealth of Kentucky or in another state.

THEREFORE, it is mutually agreed by and between the parties hereto as follows:

### ADMINISTRATION

1. This Mutual Fire Aid Agreement ("Agreement") shall be administered by a joint Board, which shall consist of the Chief of the Cincinnati Fire Department and the Chief of the Covington Fire Department. Additionally, the City Manager for each City shall designate a representative from that office to serve on the Board.
2. This Agreement shall be effective as of the date executed by both parties hereto and shall continue in full force and effect until the last day of the calendar year in which it was executed. The Agreement shall then automatically renew for two (2) additional (1) year terms, unless written notice of the intent not to renew is given by either party at least thirty (30) days prior to the last day of the calendar year. Further, each party shall have the right to terminate this Agreement at any time for any reason without further obligation upon thirty (30) days written notice to the other party.

Notice shall be served by personal delivery or by U.S. mail, postage prepaid, and addressed to the respective parties as follows:

If to the City of Cincinnati, Ohio: Richard A. Braun, Fire Chief  
430 Central Avenue  
Cincinnati, OH 45202

If to the City of Covington, KY: Dan Mathew, Fire Chief  
100 East Robbins Street  
Covington, KY 41011

3. Upon termination or expiration of the Agreement, each party shall retain the property belonging to its respective Fire Department.

### **REQUESTS FOR AID**

1. Each party to this Agreement agrees to furnish, to the extent available, such personnel and fire-fighting equipment as may be requested by the other party, in the event that a fire or emergency event is determined by the requesting party to be too large to be handled by one company, or when the Fire Department of the requesting party is already engaged at a separate incident. There is to be no financial remuneration paid by either party for the use of personnel and/or fire-fighting equipment under this Agreement.
2. Each party is required to provide such personnel or equipment as may be requested by the other party, to the extent that such personnel and equipment are available.
3. Any request for assistance under this Agreement shall be made by the highest ranking officer of the requesting party on duty at the time through the emergency dispatch of the party from which assistance is requested. The request shall state the specific equipment and personnel needed, and give explicit directions to the location where assistance is needed.
4. The decision whether, and to what extent, manpower and equipment are available for assistance shall be made by the highest ranking officer of the party receiving the request on duty at the time.
5. When assistance is requested and furnished, the senior officer or incident commander of the requesting party on the scene shall have full charge and authority over the assisting personnel and equipment responding to the request. The resources provided will operate within the recipient's command and control structure.
6. Each party is required to answer all calls for fire service in the same manner and with personnel and equipment of the same kind as for similar fires or other emergencies within their respective boundaries, provided such personnel and equipment are available.
7. Each party shall provide assistance for as long as reasonably necessary, as determined by the highest ranking officer of the responding party. Each party's personnel, equipment, and other resources shall remain subject to recall to provide emergency services to each party's own citizens. Each party shall provide reasonable notice of its intent to recall its personnel, equipment, and resources.

## PRIMARY RESPONSIBILITY

1. The Agreement shall in no event confer a right of action for damages on either party, nor shall the Agreement confer a right of action on any other person, firm, or corporation, either for breach of contract, personal injury, negligence, or for any other cause, for operation or failure to operate, including but not limited to assistance which is denied, delayed, inadequate, subsequently recalled, or if furnished assistance is not needed upon arrival.

In the event that a right of action for damages does arise, each party shall be solely and individually liable for the damages resulting from its negligence or other tortious actions.

2. There shall be no reimbursement between the parties for loss or damage to equipment, nor for any worker's compensation award or premium contribution assessed against the employing political subdivision for injury or death of any personnel, arising from activities under this Agreement. No charge shall be made by the other party for services under this Agreement.

A party to this Agreement may retain any reimbursement from an entity not a party to this Agreement, such as from the federal or state government upon a disaster declaration, for expenses incurred as a result of fulfilling its obligations under this Agreement.

3. The requesting department or governmental organization of the requesting department shall be responsible for the cost of any and all of the usual, expendable fire suppressants used by the responding department at the scene of the incident.
4. Personnel acting under this Agreement outside their political subdivisions may participate in any pension or indemnity fund established by their employer to the extent as if they were acting within their subdivision. City of Cincinnati firefighters are entitled to all rights and benefits under Chapter 4123 of the Ohio Revised Code, to the same extent as if they were performing services within their subdivision. City of Covington firefighters are entitled to all rights and benefits under KRS 78.510 et seq., to the same extent as if they were performing services within their jurisdiction.
5. Personnel of the responding party, in answering a call for assistance under this Agreement, shall be considered to be acting within the scope of their employment while on route to or from, and while acting within, the territory of the requesting subdivision.
6. This Agreement shall not operate to supplant personnel for a requesting party in the event that said party's workforce is engaged in a labor dispute with management. Consequently, in the event that the requesting party is involved in a labor dispute culminating in a strike or work slow down or other such activity, this Agreement shall be suspended during said period of time and neither party shall be obligated to provide personnel or equipment to the other. Notwithstanding the above, it is expressly understood that pursuant to Kentucky Revised Statutes and related law no Kentucky firefighter shall engage in, and no firefighter labor organization shall sponsor or condone any strike.

IN WITNESS WHEREOF, the undersigned, through their duly authorized agents or representatives hereunto have executed this Agreement on the dates set forth below.

CITY OF COVINGTON

CITY OF CINCINNATI

\_\_\_\_\_  
Sherry Carran  
Mayor

\_\_\_\_\_  
Harry Black  
City Manager

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

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

\_\_\_\_\_  
Larry Klein  
City Manager

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



RECOMMENDED BY:

RECOMMENDED BY:

\_\_\_\_\_  
Dan Mathew  
Fire Chief

\_\_\_\_\_  
Richard A. Braun  
Fire Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryce C. Rhoades  
City of Covington Assistant City Solicitor

\_\_\_\_\_  
Assistant City Solicitor

