

BUTLER COUNTY
MUTUAL AMBULANCE, EMERGENCY MEDICAL AND LIFE
SQUAD SERVICE AGREEMENT

Res. 20-84

WHEREAS, certain political subdivisions and local governmental units within Butler County, Ohio desire to mutually obtain and provide ambulance, emergency medical, and life squad services (hereinafter referred to as "services") and related support and/or desire to mutually obtain and provide additional services and related support in times of emergency; and

WHEREAS, Emergency shall mean a sudden unforeseen situation, or generally unexpected occurrence or set of circumstances demanding immediate action and that is beyond the immediate capability of the local entity, or service; and

WHEREAS, said political subdivisions and local governmental units wish to contract with each other to provide for mutual assistance and interchange and use of their services, including equipment and personnel, in times of emergency with the territories of the parties hereto; and

WHEREAS, Sections 505.44 and 9.60 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into such agreements;

NOW, THEREFORE, BE IT RESOLVED by and among the parties hereto that any number of political subdivisions and governmental units within Butler County, Ohio including joint ambulance districts, may become party to this Agreement by appropriate authorization and execution of a copy hereof by the respective legislative bodies of said political subdivisions and governmental units, and by depositing a copy with the Office of Civil Defense for Butler County, Courthouse Annex, 141 Court Street, Hamilton, Ohio. A copy shall also be deposited with the Butler County Prosecuting Attorney. The Office of Civil Defense shall immediately send to each new party to this Agreement a copy of each signed agreement and a list indicating the names of the political subdivisions and governmental units which have executed this Agreement, and shall send annually to each party a current list of parties to the Agreement. The Office of Civil Defense shall also provide annually the County Commissioners, and County Prosecutor with current lists of all parties to this Agreement.

The parties hereto mutually agree as follows:

(1) Each party to this Agreement will respond with such equipment and manpower as is requested by any other party to this Agreement but only to the extent that in the judgment of the party receiving the request, such request would not be inconsistent with the proper protection of its own territory. In the event that the party which receives the request determines that all the equipment and manpower as requested cannot be provided consistent with the proper protection of its own territory, said party shall provide as much equipment and manpower as it deems advisable under the circumstances.

(2) When the appropriate officer of any party calls for assistance, he shall state the specific equipment and manpower needed and shall give explicit directions as to the location where assistance is required.

(3) In any situation into which additional assistance is called pursuant to the terms of the Agreement, the office of the calling party present and in charge of the department of such party shall have full charge of and authority over any assisting equipment and personnel responding to such call.

(4) No charge shall be made to any party hereto for services rendered pursuant to the terms of the Agreement, except that charges may be made to any party to this Agreement which does not have its own ambulance, emergency medical and/or life squad services and has entered into this Agreement to make these services available to said party on a routine basis. Said charges may be provided for in a collateral agreement.

(5) In no case shall the party herein called upon or rendering such service be liable in damages to any other party hereto, or contractual obligees, for failure to answer any call or for lack of speed in answering such call or for any inadequacy of equipment, personnel, negligent operation of equipment or for any cause whatsoever growing out of use of such equipment and personnel and that party which issued such call shall not be liable in any manner or even for damages or loss of equipment or personnel or personal injuries suffered by the party answering such call. Each party shall assume the cost of damage or loss of equipment or apparatus that it may incur while in the other party's municipality or territory or while responding to a call pursuant to the terms of the Agreement.

(6) Section 701.02 of the Ohio Revised Code, should it be applicable to the operation of ambulance, emergency medical and/or life squad services, apply to the contracting political subdivisions and governmental units hereunder and their personnel when such members are rendering service outside their own subdivision or unit pursuant to this Agreement.

(7) Personnel of parties of this Agreement acting outside the subdivision or unit in which they are employed may participate in any pension or indemnity fund established by their employer to the same extent as while acting with the employing subdivision or unit, and are entitled to all rights and benefits of Sections 4123.01 to 4213.94 of the Ohio Revised Code, to the same extent as while performing service within their subdivision or unit, provided that such members are acting upon authorization of a duly designated officer or employee of the employing subdivision.

(8) It is understood that some parties to this Agreement subcontract for some or all of such services with private service companies and/or volunteer service squads. Each such party hereby agrees that, prior to execution of this Agreement, said party will obtain a written agreement from each of such private service squads and/or volunteer service squads which serve said party binding them to comply fully with this

ment when acting on behalf of all such subdivisions or governmental units. All provisions of this Agreement shall apply with full force and effect to private service squads and/or volunteer service squads acting on behalf of any party hereto.

(9) This Agreement reflects the most comprehensive countywide system of mutual ambulance, emergency medical, and life squad services presently permitted by Ohio law.

(10) This Agreement shall remain in effect indefinitely with respect to each party hereto. However, any party may withdraw from the Agreement upon the giving of at least three months written notice of its intention to withdraw to each current party as well as the Office of Civil Defense for Butler County and the County Prosecutor.

(11) This Agreement shall become operative as to the undersigned party when deposited with the Office of Civil Defense for Butler County.

IN WITNESS WHEREOF, by reason of Resolution
(resolution, ordinance, motion)
number 20-84 passed the 25th day of September, 1984,
the Township Trustees hereby authorize(s)
(Township Trustees, City Council, etc.) the Union Township
the President of Board of Trustees, Butler
(position title)
County, Ohio to execute said Agreement.

This Agreement is executed this 25th day of September,
1984, by John A. Boehner pursuant to the above-reference authorization.
(name of official)

Deposited with Butler County Civil Defense:

By: [Signature]
(signature)

[Signature]
Authorized Signature

Date: 9/25/84

Vice-President
Title

Date: _____

Approved as to form:
Victoria Dukes
Assist. Pros. Atty.
Date: 10/15/84

Accepted by: _____
(signature)

Title: _____